



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, June 13, 2023**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker will be permitted 3 minutes to address the Council. These time limits may be extended by the Mayor or by majority vote of the Council. To avoid disruption of the meeting, speakers should avoid inappropriate language, personal attacks and derogatory statements and direct comments to the Council. Everyone is requested to be respectful of each other even when we disagree. All public comments should be directed to the Council, and the issue at hand. Everyone should avoid personal attacks and derogatory statements. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

REPORTS

CONSENT AGENDA

The next portion of the meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

Item No. 1 - First Amendment To Lease Agreement

Consider approval of the first amendment to extend the lease agreement for McKinney Park between the City of Clermont and the School Board of Lake County.

Item No. 2 - Change Order Approval

Consider approval of Change Order 1 to the Public Works Facility furniture contract with Commercial Design Services, Inc. to acquire additional furniture in the amount of \$27,604.01.

Item No. 3 - Piggyback City of Port Orange Contract and Budget Amendment

Consider piggybacking contracts No.CA5252 with Shelly's Septic Tank, Inc. d/b/a/ Shelly's Environmental Systems to provide biosolids disposal services.

Item No. 4 - Purchase of Vehicles for Police and Budget Amendment

Consider purchasing from the State of Florida contract number 25-00000-21-STC with Step One Automotive Group to acquire five (5) 2023 Ford F150 Police Responders in the amount of \$224,975.00 with a Budget Amendment in the Infrastructure Fund in the amount of \$400,000.

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, June 13, 2023**

Item No. 5 - RFQ Award and Budget Amendment
for Fire Station #2

Consider approval of RFQ award to Powell Studio Architecture LLC. to provide design, architectural and engineering services for the construction of Fire Station #2 in the amount of \$599,975.00 with a budget amendment for a project budget of \$660,000.00.

Item No. 6 - Bid Award

Consider approval of bid award to CMM Roofing, Inc. to replace the roof at City Hall in the amount of \$214,950.

Item No. 7 - Clermont Main Street Events 2023
Road Closure Request

Consider the request from Clermont Main Street to approve the remainder of the 2023 season and road closures for all events.

UNFINISHED BUSINESS

Item No. 8 - Variance Request
274 Crystal Lake Drive

Consider reducing the front yard setback to convert an existing home into a duplex.

Item No. 9 - Variance Request
USA Roller Chain

Consider allowing a reduction to the perimeter landscape buffer minimum tree requirements for property located at 13610 Granville Avenue.

Item No. 10 - Ordinance No. 2023-017 *Final*

Consider proposed update to irrigation code.

Item No. 11 - Ordinance No. 2023-018 *Final*
Impact Fee Schedule

Consider the proposed ordinance providing for a new impact fee schedule adjusting and increasing wastewater, police, fire and rescue services and parks and recreation impact fees due to extraordinary circumstances.

NEW BUSINESS

Item No. 12 - Variance Request
1606 Indian Shores Drive

Consider reducing the rear yard setback to allow for the construction of an addition to the existing home.

Item No. 13 - Ordinance 2023-021 *Intro*
The Citrus Cabanas Rezoning

Consider rezoning from CBD to PUD to allow the placement of 8 small residential units (cabanas) on 0.515 +/- acre parcel at the southwest corner of Montrose St. and West Ave.

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, June 13, 2023**

ADJOURN

Public Notice

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

Meeting agendas are available on the city website and are posted within the first floor of City Hall.

Should any person desire to appeal any decision of the City Council with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the proceeding or by contacting the City Clerk's Office at cityclerk@clermontfl.org. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

Please be advised that if you intend to show any document, picture, video or items to the Council or Board in support or opposition to any item on the agenda; a copy of the document, picture, video or item must be provided to the City Clerk for the City's records.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 13, 2023		
Agenda Item Name		
First Amendment To Lease Agreement		
Requested Action		
Recommend approval of the first amendment to the lease agreement between the City of Clermont and the School Board of Lake County.		
Staff Report		
McKinney Park is an important asset for the City of Clermont and has been crucial to providing recreational amenities in the Lincoln Park area. The park is owned by the Lake County School Board. It has been dutifully managed with care and dedication since the City and the Lake County School Board entered into a lease agreement in 1998 for the City to operate the park. The current Lease Agreement expires on June 30th, 2023. This amendment to the Lease Agreement extends the terms of the Agreement for an additional year as the City and School Board negotiate a sale agreement for the property.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. McKinney Park School District Lease First Amend_05232023 (revised) (002)	McKinney Park School District Lease First Amend_05232023 (revised) (002).pdf	

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "First Amendment") is entered into this _____ day of _____, 2023 by and between THE CITY OF CLERMONT, a municipal corporation, existing under the laws of the State of Florida, whose address is 685 West Montrose Street, Clermont, Florida 34711 ("Lessee"), and the SCHOOL BOARD OF LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 201 West Burleigh Blvd., Tavares, Florida 32778 ("Lessor").

WITNESSETH:

WHEREAS, Lessee and Lessor are parties to that certain Agreement (the "Lease Agreement"), dated August 10, 1998 for certain real property used and maintained use by the Lessee for public park purposes and commonly known as McKinney Park (the "Premises");

WHEREAS, the Lease Agreement terminates by expiration on or about June 30, 2023;

WHEREAS, Lessee and Lessor are negotiating and intend to enter into a purchase and sale agreement whereby Lessee will purchase the Premises from Lessor; and

WHEREAS, Lessor and Lessee desire to amend and modify certain terms and conditions of the Lease Agreement as set forth below.

NOW, THEREFORE, the parties hereto do hereby agree, in consideration of the above, and the promises and undertakings hereinafter set forth, as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth below.

2. This First Amendment expressly modifies the Lease and in the event of a conflict, the terms and conditions of this First Amendment shall prevail.

3. Paragraph 2 of the Lease Agreement, therein identified as "Term", is hereby amended to be replaced in its entirety by the following:

2. Term. The Lease Term shall be extended and remain in effect until June 30, 2024 or until such time as the Lease is terminated as provided herein or the Lessee acquires ownership of the Premises.

4. Paragraph 3 of the Lease Agreement, therein identified as "Termination", is hereby amended to be replaced in its entirety by the following:

3. Termination. The Lease Agreement may be terminated at any time by either party, with or without cause, by delivering written notice to the non-terminating party no less than thirty (30) days prior to the effective date of such termination.

5. Paragraph 6 of the Lease Agreement, therein defined as "Lease Payment", is hereby amended to be replaced in its entirety by the following:

6. Lease Payment. Lessee shall pay to Lessor the sum of One Dollar (\$1.00) each year, payable in advance of the next lease year.

6. This First Amendment and the Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns.

7. This First Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

8. All other terms and conditions set forth in the Lease shall remain in full force and effect and unchanged as agreed to by the parties. From and after the Effective Date, all references to the term "Lease" in this First Amendment and in the Lease shall include the terms contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement on and as of the dates set forth below.

CITY OF CLERMONT, FLORIDA

ATTEST:

By: _____
Tracy Ackroyd Howe, City Clerk

By: _____
Tim Murry, Mayor
Date: _____

SCHOOL BOARD OF LAKE COUNTY, FLORIDA

ATTEST:

By: _____
Diane S. Kornegay, Superintendent

By: _____
Marc Dodd, Chairperson
Date: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 13, 2023		
Agenda Item Name		
Change Order Approval		
Requested Action		
Requesting approval of Change Order 1 to the Public Works Facility furniture contract with Commercial Design Services, Inc. to acquire additional furniture in the amount of \$27,604.01.		
Staff Report		
The City Council approved a bid award on March 28, 2023, Item 8, to purchase furniture for the new Public Works facility. The original award was for \$210,167.97 and was later reduced to \$209,711.80 through office design efficiencies and the substitution of furniture. Change Order 1 includes additional furniture for the new Public Works facility. The total amount of this change order is \$27,604.01. Change Order 1 exceeds ten percent (10%) of the original contract amount and therefore requires City Council approval. The Procurement Director recommends approval of the above action.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$27,604.01 is included in the current year's approved budget. Account Code: 32549-66401-49000		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$27,604.01	32549-66201-49000 Public Services construction	\$275,000
Exhibits Attached (copies of original agreements)		
1. CO-1 PW Facility Furniture	CO-1 PW Facility Furniture.pdf	

CHANGE ORDER FORM

Contract / P.O. Number: PO 20234603

Bid Number: RFB 23-041

Change Order Number: 1

Change Order Date: May 23, 2023

Project Name: Office Furniture for Public Works Dep

Department: _____

Job Location: 12838 Hancock Road, Clermont, FL 34711

VENDOR INFORMATION:

Company Name: Commercial Design Services, Inc.

Address: 24005 Lucien Way, Suite 250

City, St., Zip: Maitland, FL 32751

Contact Name: Amy Gordon

Telephone: (407) 774-4832

DESCRIPTION OF CHANGE:

Alteration, deviation, addition, or deletion caused by conditions encountered during construction not covered by the specifications and drawings of the project (attach additional pages if necessary).

Additive change order for additional furniture at the new Public Works facility.

ITEM		AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$ 209,711.80
B.	AMOUNT OF THIS CHANGE ORDER: <i>Must be within the overall scope of services in accordance with contract specifications.</i>	\$ 27,604.01
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	% 13.2%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ 27,604.01
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>10% Maximum</i>	% 13.2%
G.	NEW CONTRACT VALUE (A+E)	\$ 237,315.81

This Change Order is not valid without the following signatures:

CONTRACTOR Date

PROJECT ARCHITECT / ENGINEER Date

DEPARTMENT DIRECTOR Date

PROCUREMENT DIRECTOR /
CITY MANAGER Date

Council approval is required if change order(s): 1) exceeds \$49,999; 2) exceeds the greater of \$100,000 OR 10% of the original contract amount for construction projects; 3) the funds are not available in the approved budget for the department.

CITY OF CLERMONT

ATTEST:

MAYOR Date

CITY CLERK Date



Commercial Design Services
5805 Barry Road
Tampa, FL 33634
(813) 886-0580
commercialdesignservices.com

P R O P O S A L

PROPOSAL: 242161SA
PROJECT: 565-817
DATE: 05/19/23

P R O P O S A L F O R :

CITY OF CLERMONT
400 12TH ST
CLERMONT FL 34711

I N S T A L L A T :

CITY OF CLERMONT - PUBLIC WORKS BLDG
JMAIWORM@CLERMONTFL.ORG
12824 HANCOCK RD
CLERMONT FL 34711

CUSTOMER # : 13418
SALESPERSON: AMY GORDON

CUSTOMER P.O.:
QUOTE VALID THRU: 06/19/23

QTY	U/M	MODEL #	DESCRIPTION	PRICE EACH	EXTENDED
7.00		2723Y.A142.	Amplify, Highback, Mesh Back, Enhanced Synchro Cntrl, Height/Width Adj Arms	417.48	2,922.36
		B1			
		FC1	Black Frame		
		B17	Standard Black Nylon Base		
		~	No Seat Depth Adjustment Upgrade		
		C17	Hard Floor and Carpet Casters		
		S0	Standard Cylinder Height		
		MC5	Onyx (Black) Mesh Color		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG8	Fabric Grade 8		
		~	Pattern Details		
		TOR	MAYER: REFLECTOR/INDIGO 433-004		
		~	No Selection		
		KD	Knocked Down		
			Tag 1: CH-1		
			Tag 3: Task chair		
1.00		A871048	Pass-Thru Cable w/o Power Block 48W	59.94	59.94
		.P	Black		
			Tag 2: PT48		
			Tag 3: Add On Stations		
1.00		A871160	Pass-Thru Harness w/Power Block 60W	66.69	66.69
		.P	Black		
			Tag 2: PTP60		
			Tag 3: Add On Stations		



Commercial Design Services
5805 Barry Road
Tampa, FL 33634
(813) 886-0580
commercialdesignservices.com

P R O P O S A L

PROPOSAL: 242161SA
PROJECT: 565-817
DATE: 05/19/23

P R O P O S A L F O R :

CITY OF CLERMONT

I N S T A L L A T :

CITY OF CLERMONT - PUBLIC WORKS BLDG

1.00	A871230	Power Harness 30W	102.33	102.33
	.P	Black		
		Tag 2: P30		
		Tag 3: Add On Stations		
1.00	A873502	Ter/2.6/Align Duplex	18.63	18.63
	.EV	Receptacle Circuit 2		
		Loft		
		Tag 2: 4		
		Tag 3: Add On Stations		
1.00	A873503	Ter/2.6/Align Duplex	18.63	18.63
	.EV	Receptacle Circuit 3		
		Loft		
		Tag 2: 3		
		Tag 3: Add On Stations		
1.00	A876072	Base Infeed 6'Sealtight Cable	115.02	115.02
	.P	Black		
		Tag 2: BIF-72		
		Tag 3: Add On Stations		
1.00	TK40760TGSF	7-1/2H x 60 W Flat Glass	305.37	305.37
	.LF	Panel Mntd Screen		
	\$(P1)	Frosted Glass		
	.P7B	P1 Paint Opts		
		Loft		
		Tag 2: SC07Hx60W		
		Tag 3: Add On Stations		
2.00	TK40766TGSF	7-1/2H x 66 W Flat Glass	335.88	671.76
	.LF	Panel Mntd Screen		
	\$(P1)	Frosted Glass		
	.P7B	P1 Paint Opts		
		Loft		
		Tag 2: SC07Hx66W		
		Tag 3: Add On Stations		



Commercial Design Services
5805 Barry Road
Tampa, FL 33634
(813) 886-0580
commercialdesignservices.com

P R O P O S A L

PROPOSAL: 242161SA
PROJECT: 565-817
DATE: 05/19/23

P R O P O S A L F O R :

CITY OF CLERMONT

I N S T A L L A T :

CITY OF CLERMONT - PUBLIC WORKS BLDG

2.00	TK40772TGSF	7-1/2H x 72 W Flat Glass Panel Mntd Screen .LF Frosted Glass \$(P1) P1 Paint Opts .P7B Loft Tag 2: SC07Hx72W Tag 3: Add On Stations	362.61	725.22
1.00	TK40778TGSF	7-1/2H x 78 W Flat Glass Panel Mntd Screen .LF Frosted Glass \$(P1) P1 Paint Opts .P7B Loft Tag 2: SC07Hx78W Tag 3: Add On Stations	390.69	390.69
3.00	TK05030WR	Structural Raceway Pnl Fr-No Top Trim 50Hx30W \$(P1) P1 Paint Opts .P7B Loft Tag 2: 50Hx30W Tag 3: Add On Stations	120.15	360.45
6.00	TKG41530T	Ter Tackable Acoustic Tile 15H x 30W \$(ECOM) GRD E COM FAB .P543991XR STINSON DART/FOG Tag 3: Add On Stations	45.63	273.78
6.00	TKG43030LS	Terrace Laminate Surface Tile 30''H x 30''W \$(L1STD) Grd L1 Standard Laminates .LW7C Shaker Cherry \$(P1) P1 Paint Opts .P7B Loft Tag 3: Add On Stations	165.78	994.68



Commercial Design Services
5805 Barry Road
Tampa, FL 33634
(813) 886-0580
commercialdesignservices.com

P R O P O S A L

PROPOSAL: 242161SA
PROJECT: 565-817
DATE: 05/19/23

P R O P O S A L F O R :

CITY OF CLERMONT

I N S T A L L A T :

CITY OF CLERMONT - PUBLIC WORKS BLDG

6.00	TK05036WR	Structural Raceway Pnl Fr-No Top Trim 50Hx36W P1 Paint Opts Loft Tag 2: 50Hx36W Tag 3: Add On Stations	122.85	737.10
	\$(P1) .P7B			
12.00	TKG41536T	Ter Tackable Acoustic Tile 15H x 36W GRD E COM FAB STINSON DART/FOG Tag 3: Add On Stations	51.30	615.60
	\$(ECOM) .P543991XR			
12.00	TKG43036LS	Terrace Laminate Surface Tile 30''H x 36''W Grd L1 Standard Laminates Shaker Cherry P1 Paint Opts Loft Tag 3: Add On Stations	178.20	2,138.40
	\$(L1STD) .LW7C \$(P1) .P7B			
1.00	TK05048WR	Structural Raceway Pnl Fr-No Top Trim 50Hx48W P1 Paint Opts Loft Tag 2: 50Hx48W Tag 3: Add On Stations	131.22	131.22
	\$(P1) .P7B			
2.00	TKG41548T	Ter Tackable Acoustic Tile 15H x 48W GRD E COM FAB STINSON DART/FOG Tag 3: Add On Stations	60.75	121.50
	\$(ECOM) .P543991XR			
2.00	TKG43048LS	Terrace Laminate Surface Tile 30''H x 48''W Grd L1 Standard Laminates Shaker Cherry CONTINUED...	210.33	420.66
	\$(L1STD) .LW7C			



Commercial Design Services
5805 Barry Road
Tampa, FL 33634
(813) 886-0580
commercialdesignservices.com

P R O P O S A L

PROPOSAL: 242161SA
PROJECT: 565-817
DATE: 05/19/23

P R O P O S A L F O R :

CITY OF CLERMONT

I N S T A L L A T :

CITY OF CLERMONT - PUBLIC WORKS BLDG

	\$ (P1) .P7B	P1 Paint Opts Loft Tag 3: Add On Stations		
1.00	TK05060WR	Structural Raceway Pnl Fr-No Top Trim 50Hx60W \$ (P1) .P7B	144.45	144.45
		P1 Paint Opts Loft Tag 2: 50Hx60W Tag 3: Add On Stations		
2.00	TKG41560T	Ter Tackable Acoustic Tile 15H x 60W \$ (ECOM) .P543991XR	71.55	143.10
		GRD E COM FAB STINSON DART/FOG Tag 3: Add On Stations		
2.00	TKG43060LS	Terrace Laminate Surface Tile 30''H x 60''W \$ (L1STD) .LW7C	241.11	482.22
		Grd L1 Standard Laminates Shaker Cherry \$ (P1) .P7B		
		P1 Paint Opts Loft Tag 3: Add On Stations		
4.00	TK350WF	W Flat Wall Mount Kit - 50" Length \$ (P1) .P7B	60.48	241.92
		P1 Paint Opts Loft Tag 2: 50WM Tag 3: Add On Stations		
4.00	TK350EF	E End Trim Flat ConnKit - 50"H base panel \$ (P1) .P7B	38.07	152.28
		P1 Paint Opts Loft Tag 2: 50E Tag 3: Add On Stations		



Commercial Design Services
5805 Barry Road
Tampa, FL 33634
(813) 886-0580
commercialdesignservices.com

P R O P O S A L

PROPOSAL: 242161SA
PROJECT: 565-817
DATE: 05/19/23

P R O P O S A L F O R :

CITY OF CLERMONT

I N S T A L L A T :

CITY OF CLERMONT - PUBLIC WORKS BLDG

1.00	TK350LF	L 90-degree Flat ConnKit - 50"H base panel P1 Paint Opts Loft Tag 2: 50L Tag 3: Add On Stations	64.80	64.80
	\$(P1) .P7B			
4.00	TKEP3029PL	DNA Pnl Mnt LH 30Dx29-1/2H End Pnl Supt P1 Paint Opts Loft Tag 2: PEP-L Tag 3: Add On Stations	87.48	349.92
	\$(P1) .P7B			
5.00	TKEP3029PR	DNA Pnl Mnt RH 30Dx29-1/2H End Pnl Supt P1 Paint Opts Loft Tag 2: PEP-R Tag 3: Add On Stations	87.48	437.40
	\$(P1) .P7B			
6.00	TKSK30	Ter 30W Segment Kit Tag 3: Add On Stations	8.37	50.22
12.00	TKSK36	Ter 36W Segment Kit Tag 3: Add On Stations	8.64	103.68
2.00	TKSK48	Ter 48W Segment Kit Tag 3: Add On Stations	10.26	20.52
2.00	TKSK60	Ter 60W Segment Kit Tag 3: Add On Stations	10.53	21.06



Commercial Design Services
5805 Barry Road
Tampa, FL 33634
(813) 886-0580
commercialdesignservices.com

P R O P O S A L

PROPOSAL: 242161SA
PROJECT: 565-817
DATE: 05/19/23

P R O P O S A L F O R :

CITY OF CLERMONT

I N S T A L L A T :

CITY OF CLERMONT - PUBLIC WORKS BLDG

2.00	T53066S	Primary 30Dx66W Flat Eg Lam w/Grommets	222.75	445.50
	\$(L1STD)	Grd L1 Standard Laminates		
	.LW7C	Shaker Cherry		
	.DF	Shaker Cherry *Prev EDF*		
	.P	Plastic Grommet		
		Tag 2: 30x66		
		Tag 3: Add On Stations		
4.00	T53072S	Primary 30Dx72W Flat Eg Lam w/Grommets	241.65	966.60
	\$(L1STD)	Grd L1 Standard Laminates		
	.LW7C	Shaker Cherry		
	.DF	Shaker Cherry *Prev EDF*		
	.P	Plastic Grommet		
		Tag 2: 30x72		
		Tag 3: Add On Stations		
6.00	T52454SN	Primary 24Dx54W Flat Eg Lam w/o Grom	165.78	994.68
	\$(L1STD)	Grd L1 Standard Laminates		
	.LW7C	Shaker Cherry		
	.DF	Shaker Cherry *Prev EDF*		
		Tag 2: 24x54		
		Tag 3: Add On Stations		
2.00	CEP3029F	Freestanding 30DX29-1/2H End Pnl Sup	78.84	157.68
	\$(P1)	P1 Paint Opts		
	.P7B	Loft		
		Tag 2: FEP		
		Tag 3: Add On Stations		
1.00	CS724	Half Hgt 14Hx72W Mod Pnl	72.36	72.36
	\$(P1)	P1 Paint Opts		
	.P7B	Loft		
		Tag 2: MP 14Hx72W		
		Tag 3: Add On Stations		



Commercial Design Services
5805 Barry Road
Tampa, FL 33634
(813) 886-0580
commercialdesignservices.com

P R O P O S A L

PROPOSAL: 242161SA
PROJECT: 565-817
DATE: 05/19/23

P R O P O S A L F O R :

CITY OF CLERMONT

I N S T A L L A T :

CITY OF CLERMONT - PUBLIC WORKS BLDG

1.00	Z5SC72	60W External Supt Channel for 72W W/S	32.94	32.94
		Tag 2: SC 60 Tag 3: Add On Stations		
6.00	T624FB	Flat Bracket 24D	20.79	124.74
		Tag 2: FB Tag 3: Add On Stations		
1.00	T6BK \$(P1) .P7B	Worksurface Bracket Kit P1 Paint Opts Loft	18.90	18.90
		Tag 2: WBK Tag 3: Add On Stations		
3.00	T6CB18L \$(P1) .P7B	Cantilever Bracket 18D LH Terrace P1 Paint Opts Loft	19.98	59.94
		Tag 2: CL Tag 3: Add On Stations		
2.00	T6CB18R \$(P1) .P7B	Cantilever Bracket 18D RH Terrace P1 Paint Opts Loft	19.98	39.96
		Tag 2: CR Tag 3: Add On Stations		
6.00	YPPSP281524 BBFL .BX .S EL \$(P1) .P7B	Align Ped 28x15x24 BBF LamFront Plinth Recessed Plinth Square Matte Silver P1 Paint Opts Loft CONTINUED...	432.54	2,595.24



Commercial Design Services
5805 Barry Road
Tampa, FL 33634
(813) 886-0580
commercialdesignservices.com

P R O P O S A L

PROPOSAL: 242161SA
PROJECT: 565-817
DATE: 05/19/23

P R O P O S A L F O R :

CITY OF CLERMONT

I N S T A L L A T :

CITY OF CLERMONT - PUBLIC WORKS BLDG

		\$ (L1STD)	Grd L1 Standard Laminates		
		.LW7C	Shaker Cherry		
		DF	Shaker Cherry		
		.X	Omit Lock		
			Tag 2: B/B/F		
			Tag 3: Add On Stations		
6.00	YPPSP281524	Align Ped 28x15x24 FF		413.37	2,480.22
	FFL	LamFront Plinth			
	.BX	Recessed Plinth			
	.S	Square			
	EL	Matte Silver			
	\$ (P1)	P1 Paint Opts			
	.P7B	Loft			
	\$ (L1STD)	Grd L1 Standard Laminates			
	.LW7C	Shaker Cherry			
	DF	Shaker Cherry			
	.X	Omit Lock			
		Tag 2: F/F			
		Tag 3: Add On Stations			
1.00	LKFE2SLV	Lock Core Kit Silver - 2		74.79	74.79
		Cores 2 Keys			
	\$ (KEYNUM)	Key Number			
	.X110	Key Number 110			
	.6	6			
		Tag 3: Add On Stations			
1.00	25N3672WSSL	EPIC, 36DX72W, SURFACE, RECTANGU		438.90	438.90
		LAR, LAM, SOFTENED RIM			
	M	MAIN			
	VCW	SOFTENED, CORDOVAN			
	G1R	GROMMET, RIGHT			
	X	NO WIRE MANAGER			
	X	NO MODIFIED DEPTH (STANDARD)			
	X	NO MODIFIED WIDTH (STANDARD)			
	STD	STANDARD LAMINATE			
		CONTINUED...			



Commercial Design Services
5805 Barry Road
Tampa, FL 33634
(813) 886-0580
commercialdesignservices.com

P R O P O S A L

PROPOSAL: 242161SA
PROJECT: 565-817
DATE: 05/19/23

P R O P O S A L F O R :

CITY OF CLERMONT

I N S T A L L A T :

CITY OF CLERMONT - PUBLIC WORKS BLDG

	CW	CORDOVAN		
		Tag 1: D3R		
		Tag 3: ADMIN 22		
1.00	NAC0248SUR	ACCESSORIES, 48W, UNDERSURFACE SUPPORT RAIL, BLACK	111.72	111.72
		Tag 1: D3R		
		Tag 3: ADMIN 22		
1.00	WW7227MPL	WAVEWORKS, 72WX27H, MODESTY PANEL, FULL, LAMINATE	168.84	168.84
	M	MAIN		
	X	NO MODESTY GROMMET		
	X	NO MODIFIED WIDTH (STANDARD)		
	CW	CORDOVAN		
		Tag 1: D3R		
		Tag 3: ADMIN 22		
1.00	WW291829SES RL GE1 CW	WAVEWORKS, 29DX18WX29H, END SUPPORT PEDESTAL, RIGHT, LAM GROMMET, ROUND CORDOVAN	320.04	320.04
		Tag 1: D3R		
		Tag 3: ADMIN 22		
1.00	WW2928EPL	WAVEWORKS, 29DX28H, END PANEL, LAMINATE	157.92	157.92
	X	NO GROMMET		
	X	NO MODIFIED DEPTH (STANDARD)		
	CW	CORDOVAN		
		Tag 1: D3R		
		Tag 3: ADMIN 22		
1.00	25N2448WSSL F	EPIC, 24DX48W, SURFACE, RECTANGU LAR, LAM, SOFTENED RIM FILLER CONTINUED...	201.60	201.60



Commercial Design Services
5805 Barry Road
Tampa, FL 33634
(813) 886-0580
commercialdesignservices.com

P R O P O S A L
PROPOSAL: 242161SA
PROJECT: 565-817
DATE: 05/19/23

P R O P O S A L F O R : I N S T A L L A T :
CITY OF CLERMONT CITY OF CLERMONT - PUBLIC WORKS BLDG

	VCW	SOFTENED, CORDOVAN		
	G1C	GROMMET, CENTER		
	X	NO WIRE MANAGER		
	X	NO MODIFIED DEPTH (STANDARD)		
	X	NO MODIFIED WIDTH (STANDARD)		
	STD	STANDARD LAMINATE		
	CW	CORDOVAN		
		Tag 1: D3R		
		Tag 3: ADMIN 22		
1.00	WW4808MPL	WAVEWORKS, 48WX8H, MODESTY	91.14	91.14
		PANEL, 1/3 HEIGHT, LAMINATE		
	F	FILLER		
	X	NO MODIFIED WIDTH (STANDARD)		
	CW	CORDOVAN		
		Tag 1: D3R		
		Tag 3: ADMIN 22		
1.00	25N2472WSSL	EPIC, 24DX72W, SURFACE, RECTANGU	278.46	278.46
		LAR, LAM, SOFTENED RIM		
	M	MAIN		
	VCW	SOFTENED, CORDOVAN		
	G1L	GROMMET, LEFT		
	X	NO WIRE MANAGER		
	X	NO MODIFIED DEPTH (STANDARD)		
	X	NO MODIFIED WIDTH (STANDARD)		
	STD	STANDARD LAMINATE		
	CW	CORDOVAN		
		Tag 1: D3R		
		Tag 3: ADMIN 22		
1.00	WW7208MPL	WAVEWORKS, 72WX8H, MODESTY	130.20	130.20
		PANEL, 1/3 HEIGHT, LAMINATE		
	M	MAIN		
	X	NO MODIFIED WIDTH (STANDARD)		
	CW	CORDOVAN		
		Tag 1: D3R		
		CONTINUED...		



Commercial Design Services
5805 Barry Road
Tampa, FL 33634
(813) 886-0580
commercialdesignservices.com

P R O P O S A L
PROPOSAL: 242161SA
PROJECT: 565-817
DATE: 05/19/23

P R O P O S A L F O R : I N S T A L L A T :
CITY OF CLERMONT CITY OF CLERMONT - PUBLIC WORKS BLDG

		Tag 3: ADMIN 22		
1.00	25N233029PU 10L	EPIC, 23DX30WX29H, PEDESTAL, UND ERSURF, RIGHT, MULTI BB/F/LF, LAM	1,113.42	1,113.42
	88PL	LEVEL, PLATINUM METALLIC		
	X	NO GROMMET		
	KS1S	SPECIFY 1 SILVER CORE SEPARATE		
	FR501	FOOT/RAIL, PLATINUM METALLIC		
	CW	CORDOVAN		
	CW	CORDOVAN		
		Tag 1: D3R		
		Tag 3: ADMIN 22		
1.00	25N231529SE SLL	EPIC, 23DX15WX29H, END SUPPORT PEDESTAL, LEFT, LAMINATE	349.86	349.86
	G22	GROMMET, EXTENDED RADIUS		
	FR501	FOOT/RAIL, PLATINUM METALLIC		
	CW	CORDOVAN		
		Tag 1: D3R		
		Tag 3: ADMIN 22		
1.00	NCCB015S	CASEGOODS, LOCK CORE WITH KEY, SILVER, NO 015	11.76	11.76
		Tag 1: D3R		
		Tag 3: ADMIN 22		
1.00	D&I	Receiving, delivery and installation during regular hours.	2,765.00	2,765.00



Commercial Design Services
5805 Barry Road
Tampa, FL 33634
(813) 886-0580
commercialdesignservices.com

P R O P O S A L

PROPOSAL: 242161SA
PROJECT: 565-817
DATE: 05/19/23

P R O P O S A L F O R :
CITY OF CLERMONT

I N S T A L L A T :
CITY OF CLERMONT - PUBLIC WORKS BLDG

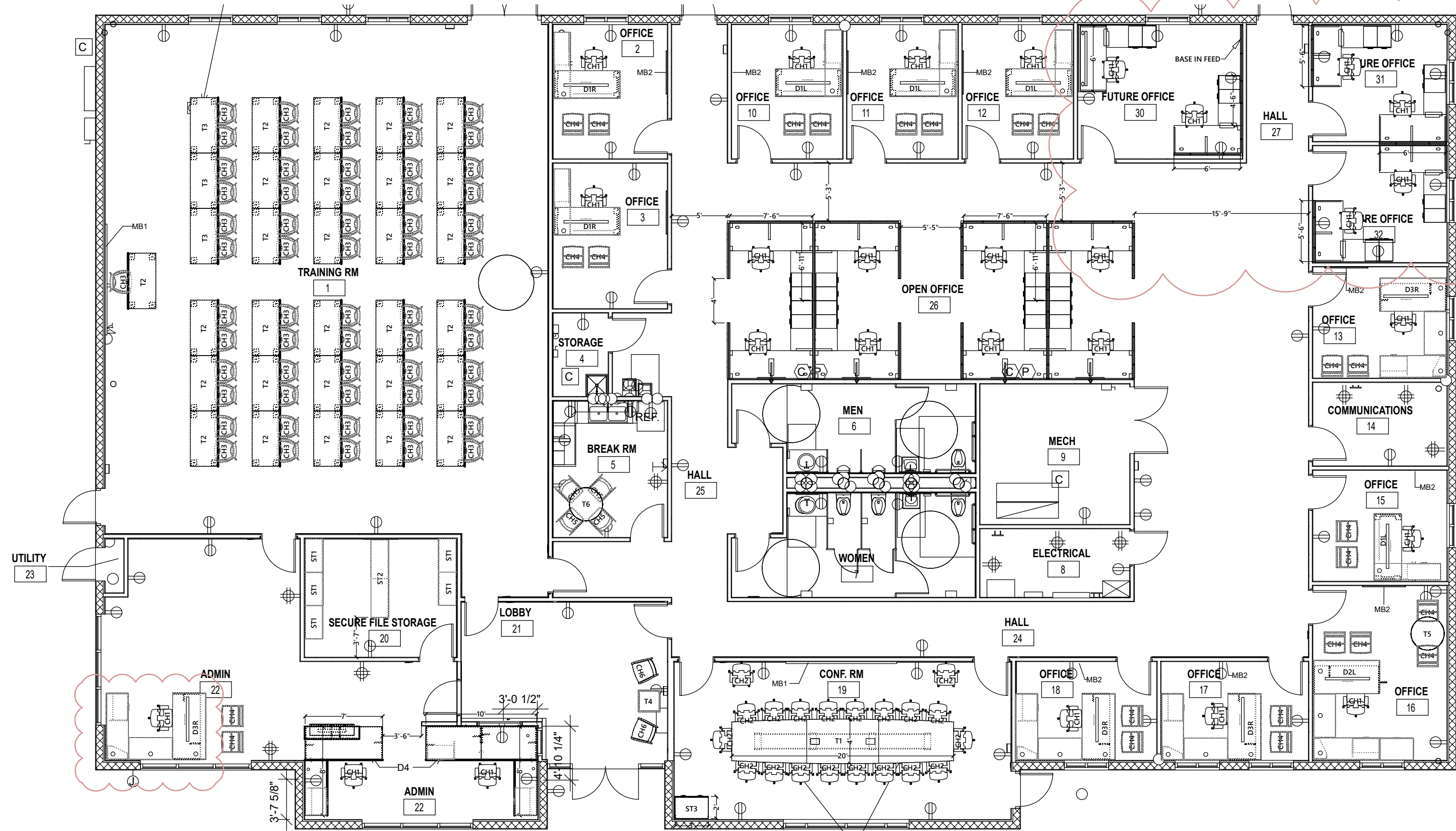
YOUR SIGNATURE DENOTES ACCEPTANCE OF THIS QUOTE AND ALL TERMS & CONDITIONS ASSOCIATED. PAYMENT BY CREDIT CARD WILL HAVE ADDITIONAL FEES

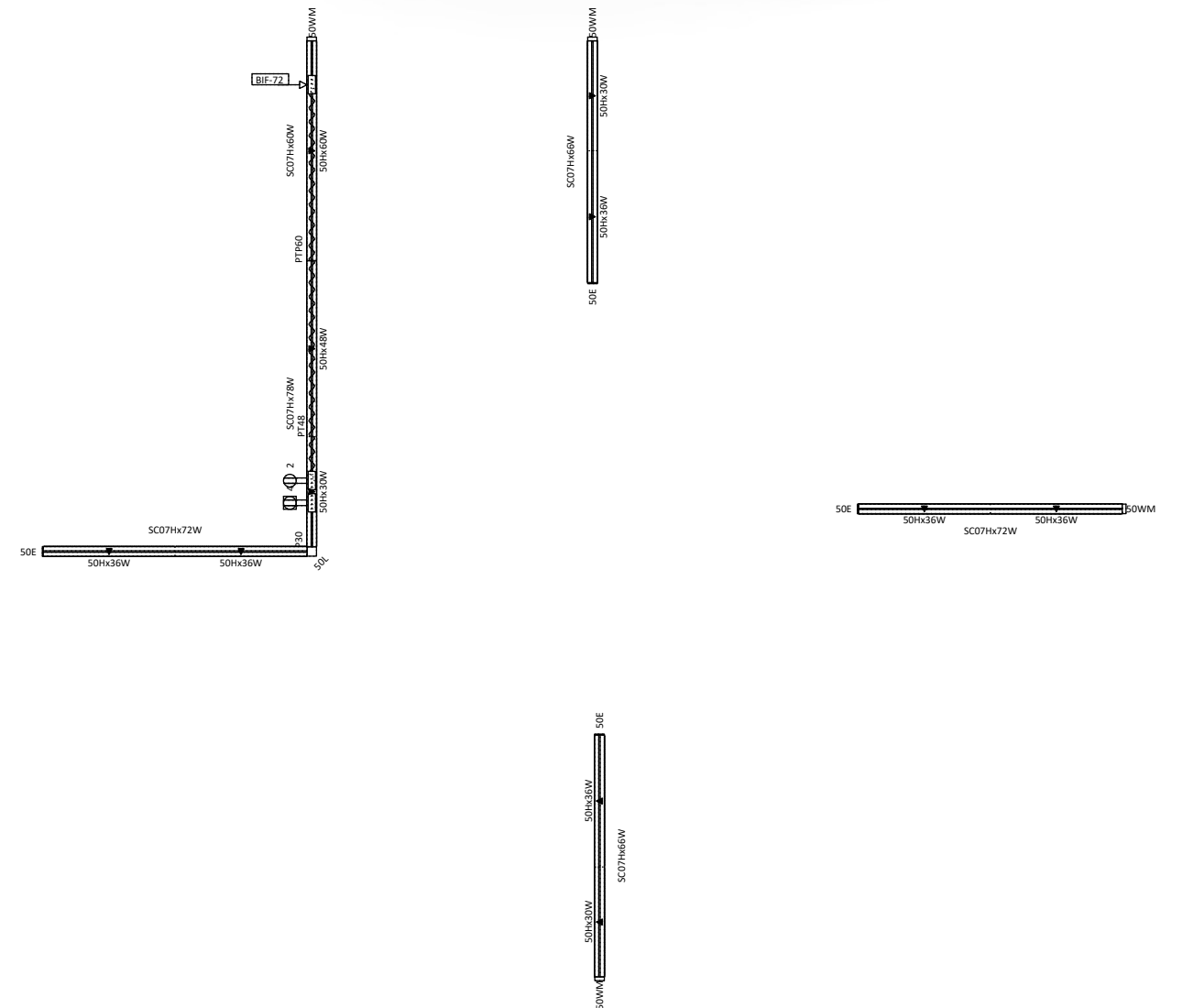
DEPOSIT REQUIRED 14,000.00 TAXABLE AMT.: 27,604.01

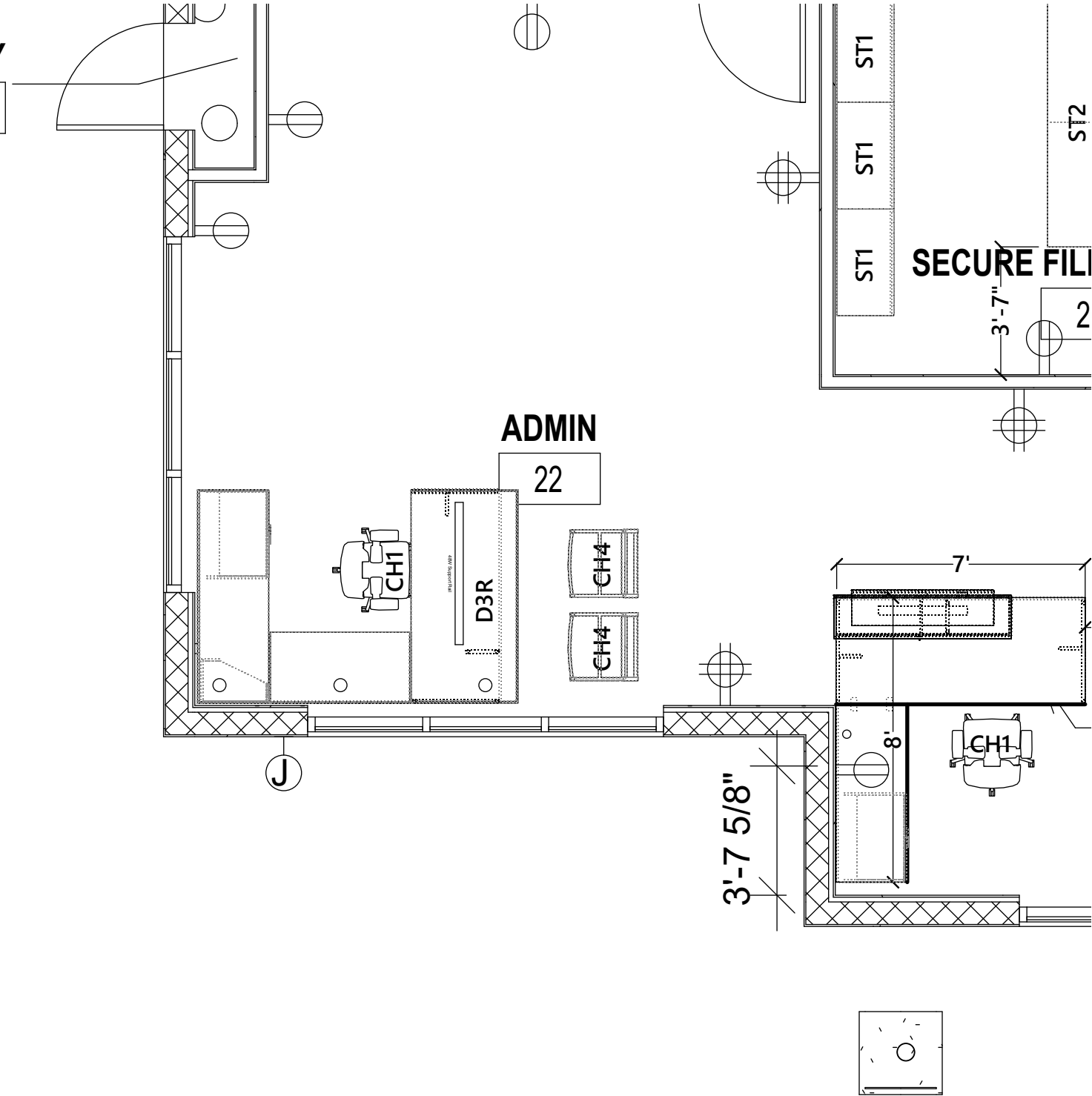
ACCEPTED BY: _____

DATE ACCEPTED: _____

FINAL TOTAL.: 27,604.01



[illegible]





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 13, 2023		
Agenda Item Name		
Piggyback City of Port Orange Contract and Budget Amendment		
Requested Action		
Requesting approval to piggyback contracts number CA5252 between City of Port Orange and Shelly's Septic Tank, Inc. d/b/a/ Shelly's Environmental Systems to provide biosolids disposal services for the City of Clermont.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought contracts from the City of Port Orange number CA5252, to obtain biosolids disposal services. The City of Port Orange contract was obtained through a fully competitive solicitation and complied with the City of Clermont Procurement Services Policy. The City of Port Orange awarded this contract on March 14, 2017, with a ten (10) year term with no renewals. The contractual services will become effective upon execution by both parties and will remain in effect until March 13, 2027. Based on this, the staff recommends that the City Council approve piggybacking the City of Port Orange contract for biosolids disposal services. The estimated value of this service contract is \$600,000 per year. The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on a contract formerly bid by another government agency. The Procurement Services Department has determined that using piggyback contracts is advantageous and in the City's best interest to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual value does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
The estimated value of this contract is anticipated to be \$600,000 annually. The current year's approved budget of \$300,000 requires a budget amendment in the amount of \$150,000 for the remainder of the fiscal year. Department Account Code: 42535-54310		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$600,000	42535-54310 sludge disposal	\$0.00
Exhibits Attached (copies of original agreements)		
1. Shelley's Environmental Contract	Shelley's Environmental Contract.pdf	
2. Price Increase 7-1-22	Price Increase 7-1-22.pdf	
3. Intent to Award ITN 16-09	Intent to Award ITN 16-09 (01.25.17).pdf	
4. ITN 16-09 Evaluation Tab	ITN 16-09 Evaluation Tab - Short List (06.16.16).pdf	



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 14 day of March, 2017, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and SHELLEY'S SEPTIC TANK, INC. d/b/a/ SHELLEY'S ENVIRONMENTAL SYSTEMS ("Contractor"), a Florida corporation whose principal address is 6505 West Jones Avenue, Zellwood, Florida 32798. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide the City of Port Orange with Biosolids Stabilization and Disposal Services, as more specifically described in Invitation to Negotiate No. 16-09 ("ITN 16-09"), Addendum No. 1, Addendum No. 2 and Addendum No. 3. Copies of ITN 16-09 and all Addendums are available in the office of the City Clerk, 1000 City Center Circle, Port Orange, Florida 32127.

(b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of 10 years (the "Term").

Manner and Place: The work shall be performed as outlined in ITN 16-09, Addendum No 1, Addendum No. 2, and Addendum No 3, in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be in the form of a written Purchase Orders issued and executed by the City.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at a rate of \$39.95 per wet ton, with an annual adjustment of 2% or the annual Consumer Price Index ("CPI") of the United States Department of Transportation, whichever is less, during the term of this Contract. The CPI shall be based on rates released in August 2017. The rates shall remain the same, except for CPI adjustments, during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

4. Contract Administration. The Public Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage \$1,000,000 minimum	

12. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

13. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

14. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing

any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

15. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

16. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

17. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

18. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

19. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

20. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

21. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

22. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

23. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

24. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

25. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems
Attention: James D. Shelley, Jr., President
6505 W. Jones Avenue
Zellwood, Florida 32798
(407) 889-8042
RDonohue@ShelleysSeptic.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

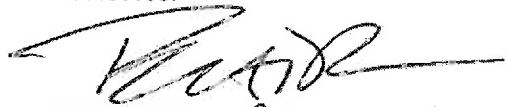
26. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

27. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

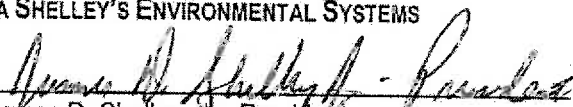


Printed Name: Richard F. Dorebue



Printed Name: Martin Smuery

SHELLEY'S SEPTIC TANK, INC.
D/B/A SHELLEY'S ENVIRONMENTAL SYSTEMS

By:  - President
James D. Shelley, Jr., President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 3/13/17

STATE OF FLORIDA

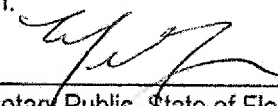
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 13th day of March, 2017, by James D. Shelley, Jr. as President of Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems, a Florida corporation, and who:

[Notary: Please select one]

☒ is personally known to me; or
☐ has produced _____ as identification.





Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Frances Gosnell
Printed Name: Frances Gosnell

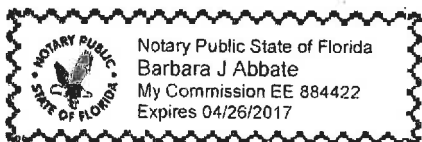
By: Donald O. Burnette
Donald O. Burnette, Mayor

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 3/14/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14 day of March, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



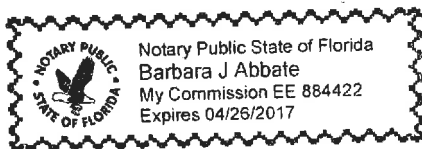
Witnesses:

Frances Gosnell
Printed Name: Frances Gosnell

Barbara J. Abbate
Printed Name: Barbara J. Abbate

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14 day of March, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

ATTEST:

By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Date: 3/14/17

Shelley's Environmental Systems

P. O. Box 249 • Zellwood, Florida 32798-0249
(407) 889-8042 Fax (407) 889-4408

June 13, 2022

City of Port Orange
Mr. Chris Wall
PO Box 291759
Port Orange, FL 32129-1759

Dear Mr. Wall,

I am writing you this letter to inform you that as of July 1st, 2022, Shelley's is requesting an increase for all contracts. The reasons for this request are due to the dramatic increase in Shelley's costs.

There are three (3) main costs associated with the process of hauling and treatment of the product. These are labor, fuel and lime cost. Back in 2020, the US inflation rate was 1.4. Today, it is at 8.3.

- As with all companies trying to retain good employees, Shelley's has had to keep up with the burden with increased salaries and benefits.
- Back in 2020, a load of quick lime cost Shelley's \$250.43/ton. Today's cost is \$329.28/ton.
- Additionally, back in 2020, our fuel cost was \$2.359 for diesel and \$1.999 for gas. Today's cost for the same is \$5.759 and \$4.199.

We realize that this is short notice, but we have tried to hold off as long as we could hoping things would get better. Unfortunately, things keep getting worse with no end in sight. If you feel that you cannot agree to this increase, we suggest one of the following:

- Put the contract back out to bid.
- Hire a new hauler to deliver your loads to our facility. We will bill you directly for any loads processed here. Effective July 1, 2022, the delivered rate for Biosolids will be increased to \$55.00 per ton.

I've attached copies of past and current receipts for your review. Please review this letter and give me some feedback at your earliest opportunity.

Your current contract price is \$39.95/ton. With the increase, your new cost will be \$65.00/ton. Again, we really appreciate the relationship we have with the City of Port Orange. However, we feel an increase is necessary to remain operating properly and profitable.

Thanks again for your business.

Regards,



Richard F. Donohue
General Manager



INTENT TO AWARD

ITN # 16-09

BIOSOLIDS STABILIZATION AND/OR DISPOSAL SERVICES

January 25, 2017

Purchasing received eight (8) reply submittals for ITN # 16-09, Biosolids Stabilization and/or Disposal Services.

After review of the submissions, the Technical Review Committee entered into negotiations with the top two ranked firms. The Technical Review Committee has made its recommendation to award to Shelley's Environmental Systems from Zellwood, Florida.

Recommendation to award will be presented for City Council approval on February 21, 2017.

**Diana M. Fye, CPPB, FCPA
Purchasing Manager**



CITY OF PORT ORANGE
EVALUATION SHEET for RANKING of PROFESSIONALS
INITIAL EVALUATION of WRITTEN REPLIES
ITN # 16-09 Biosolids Stabilization and/or Disposal Services
Evaluation Committee Meeting
Meeting Date: June 16, 2016 @ 1:00 p.m.

Company Name	Evaluation Committee Members					Total Ranking Score
	Andrew Neff	Rick Wilson	Tom Troutman	Steve Parnell	Kenny Ho	
H&H Liquid Sludge Disposal, Inc.	96	98	43	46	86	369
Huber Technology	77	76	50	51	45	299
Lapin Services, Inc.	94	94	46	48	58	340
NuTerra Management, LLC	91	96	55	54	88	384
Schwing Bioset, Inc.	85	87	45	47	92	356
Shelley's Environmental System	95	92	70	60	76	393
Synagro South, LLC	86	84	40	50	72	332
Thermal Process Systems LLC	76	90	47	37	75	325

* recommendation by A. Neff for the City to negotiate with top 3 ranked firms; if negotiations fail with the top 3 firms, the City will move on with negotiations with the #4 and #5 ranked firms.

* Motion Seconded by R. Wilson

* Motion carried by vote of all Committee Members

RECOMMENDATION OF AWARD	
1	Shelley's Environmental System
2	NuTerra Management, LLC
3	H&H Liquid Sludge Disposal, Inc.
4	Schwing Bioset, Inc.
5	Lapin Services, Inc.

Purchasing Manager: _____

Final Rank
3
8
5
2
4
1
6
7



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 13, 2023		
Agenda Item Name		
Purchase of Vehicles for Police and Budget Amendment		
Requested Action		
Requesting approval to purchase from the State of Florida contract number 25-00000-21-STC with Step One Automotive to acquire five (5) 2023 Ford F150 Police Responders in the amount of \$224,975.00 and a corresponding Budget Amendment from reserves in the Infrastructure Fund in the amount of \$400,000.		
Staff Report		
The Procurement Services Department and the Police Department recommend approval of the above action. In accordance with the direction of the City Council, the Procurement Services Department issued a Request for Interest (RFI) number RFI 23-081 to notify local vendors of the City's intent to utilize other governmental entities' contracts. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that the Council approves the piggyback purchase of the State of Florida contract number 25-00000-21-STC. The State of Florida contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy. The vehicles being purchased are replacement vehicles for the Police Department. The Budget Amendment will cover the purchase of the vehicles and all emergency equipment required to outfit the vehicles.		
Additional Analysis		
Fiscal Impact Summary		
The vehicle purchases are not included in the current year's approved budget and require a budget amendment from reserves in the Infrastructure Fund in the amount of \$400,000. Department Account Code: 12521-66400		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. CLERMONT POLICE Quote	CLERMONT POLICE Quote.pdf	
2. RFI 23-081	RFI 23-081.pdf	

FORD CRESTVIEW**FT WALTON BCH CDJR**

STEP ONE AUTOMOTIVE GROUP
 4060 FERDON BLVD
 CRESTVIEW, FL 32536
 GOVERNMENT SALES
 OFFICE 850-292-4580

**PROPOSAL**

NAME CITY OF CLERMONT		
EMAIL		
ATTN		
DATE 5-17-23		
2023 FORD F150 POLICE RESPONDER 145" WB		
3.5 V-6 ECO BOOST ENGINE WITH 10 SPEED AUTO TRANS		
POWER WINDOWS AND LOCKS, CRUISE CONTROL		
BLUE TOOTH, CLOTH BUCKET SEATS WTH VINYL REAR BENCH		
PLATFORM RUNNING BOARDS		
3.31 LIMITED SLIP REAR AXLE		
POLICE IDLE FEATURE		
TRAILER TOW PKG		
TRAILER BRAKE CONTROLLER		
REMOTE KEYLESS		
COLOR BLACK		
UNIT PRICE		44,995.00
X5		224,975.00
STATE CONTRACT 25-00000-21-STC		
SUBJECT TO PRIOR SALE		
DELIVERY LATE JUNE EARLY JULY		

PURCHASER ACKNOWLEDGES:

STEP ONE AUTOMOTIVE IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE ON A NET 30 DAY BASIS UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding until this proposal is approved here in writing by an official of Step One Automotive. **Return of one copy of this proposal and your purchase order number constitutes your official acceptance.**

Respectfully submitted,
 Eric Jore
 Government Sales



REQUEST FOR INFORMATION

RFI 23-081

INTENT TO UTILIZE THE STATE OF FLORIDA CONTRACT TO PURCHASE VEHICLES

City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RELEASE DATE: May 18, 2023

DEADLINE FOR QUESTIONS: May 25, 2023

RESPONSE DEADLINE: May 26, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/clermontfl>

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the State of Florida Contract to Purchase Vehicles

- I. Introduction
- II. Response Procedures.....

1. INTRODUCTION

Thank you for your interest in doing business with the City of Clermont. If you are interested in preparing a response to this Request For Information, please read the solicitation package in its entirety prior to submitting a response.

Hardcopy responses may be delivered to the City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

All respondents must be registered with the Florida Department of State and licensed to do business in the State of Florida.

1.1. Summary

Intent to Utilize the State of Florida Contract to Purchase Vehicles

1.2. Contact Information

Nicholas Bloom

Lieutenant

3600 S US HWY 27

Clermont, FL 34711

Email: nbloom@clermontfl.org

Phone: [\(352\) 536-8442](tel:(352)536-8442)

Department:

Police

1.3. Timeline

Solicitation Release Date	May 18, 2023
Question Deadline	May 25, 2023, 12:00pm
Response Deadline	May 26, 2023, 3:00pm

2. RESPONSE PROCEDURES

2.1. Standard RFI

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contracts. This is not an invitation to submit a bid or quote. If no local vendor responds to the RFI, the Procurement Services Department will proceed with utilizing the referenced contract. A local vendor is defined as a business located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

- A. Company Name: Step One Automotive Group
- B. Contract Number and Title: Motor Vehicles 25100000-23-STC
- C. Length of Contract: Through May 16, 2025
- D. Product or Service Provided: Five (5) 2023 Ford F150 Police Responder 145"WB
- E. Estimated Annual Expenditure: \$224,975.00

If you're a local vendor, please contact the Procurement Services Director by email prior to Friday, May 26, 2023 to advise whether your company can provide any of the products or services mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or service described. Respondents are not to provide pricing. All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 13, 2023		
Agenda Item Name		
RFQ Award and Budget Amendment for Fire Station #2		
Requested Action		
Requesting approval of award and contract between the City of Clermont and Powell Studio Architecture LLC. to provide design, architectural and engineering services for Fire Station #2 along with a budget amendment for the project.		
Staff Report		
The evaluation committee recommends approval of the above action. The Procurement Services Department issued a Request for Qualification (RFQ) number 23-029 on January 16, 2023, to obtain the services of a qualified firm to provide architectural services for Fire Station #2. The RFQ was fully competed, advertised, and complies with the City of Clermont Procurement Policy. There were eight (8) responses to the RFQ. An evaluation committee composed of six (6) City staff members (five (5) voting members and one non-voting member) reviewed, scored, and ranked the firm qualifications. Powell Studio Architecture, LLC. was the top-ranked company selected for the qualifications, knowledge, and experience of fire stations. The Procurement Services Director entered into negotiations with the top-ranked architectural firm, Powell Studio Architecture. Professional fees for this project are \$599,975.00 The work involves architectural and engineering services for Fire Station #2. The award recommendation is being made to the most qualified respondent, Powell Studio Architecture, LLC.		
Additional Analysis		
Fiscal Impact Summary		
The estimated amount of this contract anticipated to be spent in FY 23 is \$599,975.00, with a project budget of \$660,000.00. A budget amendment to the Fire Departments Professional Services budget in the amount of \$660,000.00 will need to be completed. Department Account Code: 10522-66900-22101		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFQ 23-029 Evaluation Summary	RFQ 23-029 Evaluation Summary.pdf	
2. RFQ 23-029 Ranking Order	RFQ 23-029 Ranking Order.pdf	
3. Fire Station #2 Fee Proposal	Fire Station #2 Fee Proposal.pdf	



EVALUATION SUMMARY
RFQ No. 23-029
Architectural Services for Fire Station #2

PHASE 1

EVALUATORS

Name	Title
Cheryl Bennett	Plans Examiner
David Ezell	Fire Chief
William Harrison	Assistant Fire Chief
Daniel McAvoy	Fire Inspector
Lisa Widican	Building Services Director
Ramsey Jimenez	Senior Procurement Agent (non-voting)

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Total Score (Max Score 100)
GatorSkitch Corp	100	84	82	98	93.5	91.5
Bentley Group, Inc.	82	92.5	76	95.5	91	87.4
The Lunz Group	97	78.5	79	93.5	87	87
Powell Studio Architecture	94	83	76	94.5	85	86.5

EVALUATION TABULATION

RFQ No. RFQ 23-029

Architectural Services for Fire Station #2

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Total Score (Max Score 100)
Forefront Architecture + Engineering	67	88.5	72.5	95.5	98	84.3
CPZ Architects, Inc.	89	74.5	71.5	91.5	88	82.9
KTH Architects	84.5	74	74	93	87	82.5
Rispoli & Associates Architecture Inc.	95	65	69	93.5	79	80.3

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Introduction Letter 0-10 Points 5 Points (5%)	License & Insurance Pass / Fail 5 Points (5%)	Company Background 0-10 Points 10 Points (10%)	Company Project Experience 0-10 Points 15 Points (15%)	Personnel Experience 0-10 Points 20 Points (20%)	Experience of Subcontractors 0-10 Points 10 Points (10%)	Methodology and Approach 0-10 Points 10 Points (10%)	Risk Assessment Plan 0-10 Points 10 Points (10%)	Business Location 0-5 Points 5 Points (5%)	Quality of Submittal 0-10 Points 10 Points (10%)
GatorSkth Corp	9.4	100%	9	9.6	9	9.6	9	7.8	5	9
Bentley Group, Inc.	8.8	100%	9	8.4	9.4	8.8	9	8.8	2	9
The Lunz Group	8.8	100%	9.2	8.8	8.4	8.6	9.8	9.2	2	8.8
Powell Studio Architecture	9.6	100%	8.2	8.2	8.4	8.6	8.8	8.6	5	8.4
Forefront Architecture + Engineering	8	100%	8.2	8.2	9	7.6	7.8	8.8	5	7.6
CPZ Architects, Inc.	7.8	100%	8	8	8.2	8.8	9.4	9.4	2	8
KTH Architects	9.6	100%	8.8	8.6	8	8.6	7.8	8.8	2	7.8
Rispoli & Associates Architecture Inc.	9	100%	7.2	8	7.8	8.6	8.6	8.6	2	8.2

EVALUATION TABULATION

Request For Qualification - Architectural Services for Fire Station #2

Page 2

MEETING SUMMARY

The Evaluation Committee met on March 31, 2023, at 10:00 am. to discuss the proposals. The scoring of the proposals was done individually by each evaluator through OpenGov. At the time of the meeting, the Senior Procurement Agent provided the score summary to the committee and proceeded to review the scores. The Evaluation Committee chose to conduct presentations with the four firms that scored the highest points. Those firms are GatorSkitch Corp, Bentley Group, Inc., The Lunz Group, and Powell Studio Architecture. Each firm will be contacted to schedule a presentation with the evaluation committee.



FREDDY L. SUAREZ
Procurement Services Director
Procurement Services Department

352-241-7350
fsuarez@clermontfl.org

April 24, 2023

RFQ 23-029, Architectural Services for Fire Station #2

Based on the informal presentations from shortlisted firms to the Evaluation Committee, the following is the ranking order of shortlisted firms.

Company Name	Ranking Order
Powell Studio Architecture, LLC.	1
Bentley Group, Inc.	2
The Lunz Group	3
GatorSkitch Corp	4

The Procurement Services Director, assisted by city staff, will proceed to negotiate a contract with the highest evaluated respondent. In the event a contract cannot be negotiated with the highest ranked respondent, negotiations will discontinue and the Procurement Services Director will start negotiations with the next highest ranked respondent.

June 1, 2023

Mr. Freddy L. Suarez, MPA, CPPB
Procurement Services Director
CITY OF CLERMONT
685 W. Montrose Street
Clermont, Florida 34711

PROPOSAL FOR PROFESSIONAL SERVICES

FOR THE

CITY OF CLERMONT - FIRE STATION #2

CLERMONT, FLORIDA

Powell Studio Architecture is pleased to submit the following proposal to provide professional architectural and engineering design services. We appreciate your consideration and look forward to serving you on this project.

PROJECT DESCRIPTION

The City of Clermont intends to develop Fire Station #2 on a 3.27-acre parcel of land located south of the First Baptist Church of Clermont, South of Hartwood Marsh Road, East of Hancock Road, within the city limits of Clermont. The project is intended to replace and enhance the services of the existing fire station #2 located approximately ½ mile to the west along Hartwood Marsh Road and Danbury Mill Blvd.

Fire Station #2 is expected to be approximately 16,000 SF, single-story four (4) bay drive-through station to accommodate four (4) fire rescue apparatus with sleeping quarters for up to twelve (12) personnel. The station will be designed to include administrative and training areas, residential living quarters, physical fitness room, storage for equipment and gear, separate cleaning facilities for uniforms and firefighting turnout gear, and decontamination with proper separation zones between clean and contaminated areas. The building should be designed with a residential feel, but with durable materials that can stand up to abuse with low maintenance and a warm feel.

Parking on-site is necessary to accommodate a minimum of twenty-four (24) vehicles for on-duty staff and visitors, and handicap spacing as required. An emergency traffic signal will also be designed to meet the standards of Opticom.

The Architect hereby proposes to provide professional architectural and engineering services for the design and construction of the new project as follows:

ARCHITECTURAL AND ENGINEERING SERVICES

The scope of services for the project includes the necessary architectural, engineering, and environmental planning and permitting services for the project through the necessary state and local agencies such as the St. Johns River Water Management District

(SJRWMD) and the FDEP. The scope of services also includes construction procurement and construction phase services to oversee the progress and methods of construction. Powell Studio Architecture will serve as the prime consultant, overseeing and managing the various aspects of the projects and the project consultants including civil engineers, surveyors, environmental consultants, geo-technical engineering, and structural engineering in addition to the services provided by the Architect. The following professionals have been preliminarily selected as your primary design team.

ARCHITECTURE & INTERIOR DESIGN / PRIME CONSULTANT

Powell Studio Architecture, LLC

713 W. Montrose Street

Clermont, Florida 34711

Contact: Jeff Powell, AIA, NCARB, Architect (FL Registration AR#94675)

Telephone: 352.874.2340

Email: jeff@powellstudioarch.com

CIVIL ENGINEERING, SURVEYING, & ENVIRONMENTAL SITE EVALUATION

Halff Associates, Inc.

902 North Sinclair Avenue

Tavares, Florida 32778

Contact: Brett Tobias, P.E.

Telephone: 352.557-9225

bTobias@Halff.com

GEOTECHNICAL ENGINEERING

Andreyev Engineering, Inc.

4055 St. Johns Parkway

Sanford, Florida 32771

Contact: Ray Jones, P.E.

Telephone: 407.330.7763

RJones@andreyevengineering.com

LANDSCAPE / IRRIGATION DESIGN

Green Consulting Group

4070 United Avenue

Mount Dora, Florida 32757

Contact: Timothy W. Green, ASLA, AICP, LEED AP

Telephone: 352.357.9241

tgreen@greenconsultinggroup.com

STRUCTURAL, MECHANICAL, PLUMBING, ELECTRICAL, & FIRE PROTECTION ENGINEERING

TLC Engineering Solutions, Inc.

7370 Cabot Court, Suite 103

Melbourne, Florida 32940

Contact: Gary Krueger, P.E., CM, LEED AP BD+C

Principal, Division Director

321.636.0274

Gary.krueger@tlc-eng.com

COMMUNICATIONS & TECHNOLOGY ENGINEERING FOR VOICE / DATA, AUDIO / VISUAL, SECURITY SYSTEMS, PAGING, AND VIDEO CONFERENCE SYSTEM

TLC Engineering Solutions, Inc.

7370 Cabot Court, Suite 103

Melbourne, Florida 32940

Contact: Gary Krueger, P.E., CM, LEED AP BD+C

Principal, Division Director

321.636.0274

Gary.krueger@tlc-eng.com

I. PROJECT ADMINISTRATION SERVICES

- A.** The Architect will manage all professional services listed herein and administer the Project, including research of applicable design criteria, administration of Owner's requirements, and coordination of project schedule.
- B.** The Architect has included three (3) presentations to the City Council at regular scheduled meetings and / or workshops, to keep the Council Members generally abreast of the project, and answer questions or concerns that may arise during the course of design.

II. ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, & FIRE PROTECTION ENGINEERING SERVICES

A. Schematic Design Documentation

- 1.** After the PROJECT PROGRAM has been prepared and thoroughly discussed, the project enters the schematic design phase. The Architect starts with rough diagram of the interrelationships of the various spaces in the building. Project design at this level is for the establishment of a design concept only.
- 2.** Sketch plans are then prepared, showing the general arrangement of areas and spatial relationships to the site and structure. During this phase, the Architect is using rolls of sketch paper and is revising and refining sketches until one or more solutions are developed which meet the needs of the project. The Architect will prepare up to three (3) schematic submittals for your review and approval.
- 3.** The schematic drawings usually include small scale drawings of the principal floor plans, explanatory sketches, site plan, exterior elevations, building sections and sketches.

B. Design Development Documentation

1. In the Design Development Phase, the purpose is to "fix and describe the size and character of the entire project", once the schematic design documents have been approved by the Owner. The drawings are prepared by the Architect in more detail to illustrate all aspects of the proposed design of the project.
2. Sections through the building are drawn to show typical fire ratings, egress and construction.
3. The design team, including architects, engineers and construction specialists review the components of the project to establish the construction particulars in order to accommodate the budget. A more accurate opinion of probable construction cost is developed as a part of this phase, reflecting changes in the project which may have occurred during this phase.

C. Construction Documents

Based on written approval of the Design Documents, the Architect shall proceed with the preparation of the Construction Documents.

1. The Architect shall prepare detailed drawings and specifications for the construction of the project, upon which the Contractor will establish the construction cost. These documents will be used for actual construction. This period in the project's development is usually a time of less client involvement, since it is the technical elaboration of ideas developed during earlier phases. However, periodic communication and contact to review the progress and answer any questions are in order.
2. Deliverables are anticipated at the following design stages:
 - a. 50% Construction Documents
 - b. 100% Construction Documents
3. At the completion of this phase, you will have complete working drawings and specifications ready for bidding or negotiating with general contractors, ready for submission for a building permit, ready for the construction of your project.

III. CIVIL ENGINEERING, SURVEYING, ENVIRONMENTAL, LANDSCAPE / IRRIGATION DESIGN, AND GEOTECHNICAL ENGINEERING SERVICES

Introduction

Complete surveying and civil engineering services as required for the construction and permitting of the new Fire Station Number 2 for the city of Clermont. The station is to be located south of the First Baptist Church of Clermont, South of Hartwood Marsh Road, East of Hancock Road, within the city limits of Clermont.

PHASE 100 ROUTE SURVEY FOR ENGINEERING DESIGN

Prepare a Route Survey for engineering design. The limits are for Hancock Road starting at the North right of way line of Kingston Ridge Drive to the intersection of Hartwood Marsh Road proceeding North, East and West 100 feet of said intersection, (APPROXIMATE LENGTH = 1,900 LINEAR FEET). It is understood that adequate topographic coverage will be collected for the full right of way of above referenced streets. The survey will include spot elevations to determine 1 foot contour intervals. The survey will also include establishing the public rights of way. All surface improvements will be located within the right of way including any ditches, evidence of utilities flagged or marked by others, above ground utilities, driveways, sidewalks, mailboxes, fences and trees. Invert elevations on existing sanitary sewer manholes and storm structures will be measured and shown on the survey. Any additional requests to the above scope are subject to a change order.

PHASE 200 TREE SURVEY (IF REQUIRED) (\$15.00 PER TREE)

Protected Trees 4 inches and above unless listed by the UF/IFAS Assessment of Non-native Plants, "Prohibited" or "Invasive - Not Recommended" tables will be located and shown on the survey. All trees will have the diameter at breast height and common name listed on survey.

ESTIMATED COMPLETION TIME FOR PHASES 100-200 IS 60-75 BUSINESS DAYS UPON RECEIPT OF SIGNED CONTRACT.

DELIVERABLES: UPON COMPLETION OF SURVEY THE CLIENT WILL RECEIVE 6 SIGNED AND SEALED COPIES OF SURVEY. ELECTRONIC VERSION OF SURVEYED INFORMATION WILL BE PROVIDED UPON REQUEST.

PHASE 300 CONCEPT PLAN

Prepare Concept Plan for Fire Station No. 2 site including building, parking layout, drive lanes and buffering. Plans to incorporate conceptual building footprint as provided by client.

PHASE 400 ENGINEERING PLANS 30% SUBMITTAL

HALFF will prepare 30% design documents in AutoCad format. Plans will include a Key Sheet (1 sheet), City of Clermont General Notes, Geometry Sheet (1), Preliminary Utility Sheet, and Aerial Sheet (1).

Submittal will include:

1. 24" x 36" Digital pdf format submitted to City of Clermont for internal review

PHASE 410 60% SUBMITTAL

Upon review and receipt of comments from City of Clermont on the 30% design documents, HALFF will meet with city to review comments, prepare 60% design documents, incorporating the 30% comments. The plans will also include an Erosion Control sheet (1 sheet), Grading/Drainage Sheet (1), Utility Sheet (1), Stormwater Detail Sheet (1), Utility Detail Sheets (2), and Pavement/General Construction Detail Sheet (1).

Submittal will include:

1. Full submittal of plans to City of Clermont via the Etrakit system
2. Drainage Analysis Report
3. Written responses to City 30% comments

PHASE 420 90% SUBMITTAL

Upon review and receipt of comments from City on the 60% design documents, HALFF will meet with City to review comments, prepare 90% design documents, incorporating the 60% comments.

Submittal will include:

1. Full submittal of plans to the City of Clermont via the Etrakit system
2. Written responses to city comments
3. Any/all supporting documentation or reports necessitated by city comments on 60% plans.

PHASE 430 FINAL SUBMITTAL

Upon review and receipt of comments from City on the 90% design documents, HALFF will meet with city to review comments, prepare Final design plans, incorporating the 90% comments.

PHASE 500 PROJECT MANAGEMENT, COORDINATION, AND MEETINGS

It is anticipated that HALFF shall coordinate throughout the design process with City Staff and Sub-Consultants. This task anticipates meetings during the design programming phase with design team and city staff, as well as project review meetings/calls at the 60%, 90%, and 100% design with City Staff for project review.

PHASE 600 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMITTING

Prepare and submit St. Johns River Water Management District permit application. Attend meeting(s) with District as needed and respond to request for additional information (RAI) in order to receive permit. Client is to provide Proof of Ownership and any required documents for ownership and maintenance of stormwater management system. This task assumes that the stormwater runoff will be piped and stored in an offsite drainage area designed by Lake County that will have sufficient capacity to accept the stormwater runoff from the Fire Station Site. This phase does not include any stormwater pond design, or modifications to lake county stormwater pond calculations. Should these services be required, a change order will be needed for the additional work.

PHASE 700 FDEP WATER PERMITTING

Prepare and submit FDEP General Permit application for the water distribution system. Coordinate with the City for review of potable water system and signing of FDEP application as utility provider, attend meeting(s) with City, and respond to request for additional information (RAI) from City or FDEP.

PHASE 800 FDEP WASTEWATER PERMITTING

Prepare and submit FDEP Individual Permit application for the Wastewater Collection and Transmission System. Coordinate with the City for the review of wastewater collection system and signing of FDEP application as utility provider, attend meeting(s) with City, and respond to request for additional (RAI) from City or FDEP.

PHASE 900 LAKE COUNTY DRIVEWAY CONNECTION PERMITTING

Prepare and submit Lake County Driveway permit application, attend DRC meeting(s), address staff review comments, and make plan revisions per staff comments in order to obtain County approval. Phase will include a one-page ITE traffic generation memorandum for inclusion with the application. In preliminary talks with Lake County staff, it is not believed that a turn lane will be required. Phase does not include any design services for turn lanes to the project. Should turn lanes be required, this will be handled as a change order to the original contract.

PHASE 1000 LAKE COUNTY RIGHT OF WAY UTILIZATION PERMITTING

Prepare and submit Lake County Right of Way Utilization permit application, attend DRC meeting(s), address staff review comments, and make plan revisions per staff comments in order to obtain County approval.

PHASE 1100 EMERGENCY SIGNAL DESIGN

I. Purpose

Halff Associates, Inc. (HALFF) shall provide City of Clermont (CLIENT) with engineering design services necessary to construct new span wire emergency vehicle traffic signal for the new fire station #2 on Hancock Rd. Final signal plans will be delivered by HALFF. The traffic analysis and roadway design at this fire station entrance are to be provided by others and is not included in this Scope of Services.

II. Professional Services Required

The following services are anticipated for the completion of this project:

- A. Survey / Utility Designation – Survey / SUE included with building design work**
- B. Signalization Design and Plans**

HALFF will complete a span wire traffic signal design for the emergency vehicles exiting the firehouse #2. The span wire and emergency signals will be designed based on FDOT Standard Design. If site or soil conditions cause an alternate or special design, additional structural analysis will be required as an additional service. HALFF will provide 60%, 90%, and 100% plans submittals for review. Any changes to the site design or turn lane improvements, provided by others, requiring modifications to signalization plans, will require additional fees. These signals will be for emergency vehicles and shall have a yellow flashing beacon until activated by the emergency vehicles. No signal timing is included with the initial design. If final operational adjustments are needed by Halff, they will be billed under Post Design Services.

HALFF will submit signalization design plans to FDOT District 5, Lake County, or to CLIENT for inclusion with the Fire station Site/Driveway Plans to be submitted for permitting and approval. Coordination with these entities for intersection improvement permitting is not included with this scope of work. Emergency signal preemption for adjacent signalized intersections is anticipated to be existing and is not a part of this scope.

C. Geotechnical Investigation – to be provided by others

Locations for Strain Poles will be provided for the CLIENT to provide the necessary geotechnical data. It is anticipated that there will be two (2) pole locations, requiring the necessary soils information listed in the FDOT Design Manual and Standard Plans for design of the traffic signal infrastructure.

D. Utility Coordination

Existing utility owners will be identified through Sunshine 811 during design. HALFF will contact each utility owner to provide preliminary signal plans for owners to identify the location of the existing facilities. HALFF will coordinate with utilities that may be affected by the proposed construction of the strain pole structures and will inform the CLIENT of utilities identified as being in conflict with the signal design. In the event utility relocates are required, coordination for utility relocates will be appended as a supplemental service or are to be provided by the CLIENT. Relocating any utilities prior to construction are services to be provided by the CLIENT.

E. Project Coordination

HALFF shall conduct coordination meetings with CLIENT and subconsultants to discuss the project concept and identify all items to be addressed in the signalization design. Coordination meetings with CLIENT include a kickoff meeting and a review meeting for the 60%, 90%, and 100% signal plans submittals. Coordination with FDOT or local municipalities is excluded but can be provided, if requested, as an additional service to be billed hourly based on the HALFF's current hourly rates.

F. Deliverables - Fee: Outlined in A through H

- 1 hardcopy set of Signed and Sealed Construction Plans (if required)
- 1 electronic set of Signed and Sealed Construction Plans
- 1 hardcopy set of Design Documentation

Digital Submittal:

- PDF of Final Plans
- Final Opinion of Probable Construction Cost

III. Excluded Services

In addition to the items A-N in this section described below, any additional services required beyond those specifically identified in this document or subsequent attachments are beyond the scope of services to be provided. Additional services, if requested, will be separately identified, and negotiated and such additional scope and commensurate fee will be authorized under a supplemental agreement to this proposal/contract.

- A. Temporary Signalization Design
- B. Intelligent Transportation Systems
- C. Additional Signal Design or Re-Design due to changes in the roadway/turn lanes.

IV. CLIENT Responsibilities

- A. Provide HALFF with any information, agreements, and/or restrictions that may be in effect on the property and impact the design guidelines or criteria for the project.
- B. Provide HALFF and their subconsultants with access to the site for activities necessary for the performance of the services.
- C. Provide HALFF with roadway and turn lane improvement CADD design files as a basis for signalization.
- D. Provide HALFF with Signal Timing Plans obtained during the Traffic Study.

PHASE 1200 OFFSITE UTILITY & LIFT STATION DESIGN

Per conversations with Mr. Stoney Brunson, utilities will have to be extended to the site. This phase will include the design of these offsite facilities, from the site, back to the intersection of Hartwood Marsh Road and Hancock Road. This phase will also include the design of the lift station for the subject site. It is assumed that this will be a private grinder pump station design and that no electrical controls will be required. Should this be required at a later date, a change order request will be needed for these services.

PHASE 1300 BIDDING

HALFF will prepare Specifications and Contract Documents, conduct pre-bid meeting, respond to bidder's questions during the bidding process, issue bid addenda as required, review bids for completeness and recommendation of qualified bidders, conduct a pre-construction meeting, prepare final Contract Documents between the Owner and the Contractors, prepare Notice of Award and Notice to Proceed. Halff will prepare an engineer's estimate of probable cost.

PHASE 1400 CONSTRUCTION ADMINISTRATION

All necessary inspections, final certifications and review of certified as-builts (as provided to Halff Associates, Inc. by a Florida Registered Surveyor), as required by permit conditions which consist of the following:

Halff Associates, Inc. will advise and consult with Owner and act as its representative during construction. Halff Associates, Inc. will make visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the construction drawings. Halff Associates, Inc. will review and approve shop drawings, results of tests and inspections and other data that the contractor is required to submit. Halff Associates, Inc. will also review Contractor's Request for Information (RFI) and provide necessary feedback to Contractor.

Review Contractor's Pay Requests and address any questions with client. Review As-Built drawings and coordinate final inspection with the County or City. Coordinate final inspection with City of Tavares and Lake County.

Based upon the on-site observations and a signed and sealed as-built survey provided by a Florida Registered Surveyor, Halff Associates, Inc. shall submit certifications of completions to the owner and the following State and local agencies as required:

- A. St. Johns Water Management District
- B. Florida Department of Environmental Protection Water and Sewer
- C. Lake County
- D. City of Clermont

PHASE 1500 PROJECT ADMINISTRATION

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning, design and permitting phase. These services shall include project scheduling with all regulatory agencies and public utility companies during the design and permitting phase of the project.

PHASE 1600 LANDSCAPE/TREE MITIGATION PLAN AND IRRIGATION PLAN (GREEN CONSULTING GROUP, INC.)

PART I: LANDSCAPE I TREE MITIGATION PLAN

GCG shall prepare a landscape plan for site based on the plans received from the Client or Client's Engineer for the landscape buffers and open space of the site. This plan will be designed to follow the requirements of the City of Clermont Land Development Regulations. Required landscape revisions due to Client / Owner directed site plan changes may result in additional charges which will be billed on an hourly basis per the attached rate schedule. This task will include:

- Initial meeting / telephone conference with Client / Clients Engineer to review landscape details and project landscape requirements
- Research all landscape code requirements
- Tree removal and replacement plan
- Preparation of landscape plan for site buffers, and parking areas.
- Landscape plan including the location, size, and type of all landscape materials to be used on site, and the general location and type of all existing vegetation to be preserved
- Non-Labor items / Reimbursables are outside of the scope of the contract and will be billed as a separate line item per the attached rate schedule.

PART II: IRRIGATION PLAN

GCG shall prepare an irrigation plan for the site based on the landscape plan prepared in Part I above. This plan will be designed to meet the minimum requirements of the City of Clermont Land Development Regulations. Required irrigation revisions due to Client / Owner directed site plan changes may result in additional charges which will be billed on an hourly basis per the attached rate schedule. This task will include:

- Initial meeting / telephone / email with Client to review irrigation details and project irrigation requirements
- Preparation of irrigation plan for the site to show zone layout, values, specifications, controller and plumbing details, and sleeving locations
- Preparation of irrigation plan for all new plantings proposed (sod areas will not be irrigated)
- Non-Labor items / Reimbursables are outside of the scope of the contract and will be billed as a separate line item per the attached rate schedule.

PART III: REQUESTED MEETINGS

The extent and number of meetings, other than those previously identified, are not known and none are proposed. Meetings requested by CLIENT, CLIENT's legal counsel, CLIENT's surveyor, or by regulatory agencies will be considered outside the above work scope and will be invoiced on a time-and-material (t/m) basis per the current rate schedule. GCG considers verbal requests to attend meetings as authorization and subsequently the CLIENT will be invoiced for such meetings.

PART IV: REQUESTED SERVICES

Requested studies and/or work items outside the above-described services will be considered additional work and will be invoiced on a time-and-material (t/m) basis per the current rate schedule or by separate letter agreement. No work will be performed under this task without the prior approval from the CLIENT. GCG considers verbal requests as authorization and subsequently the CLIENT will be invoiced for such work.

CLIENT RESPONSIBILITIES:

Client shall provide GCG with the following:

- Source of water with GPM and PSI
- Site plan in DWG

PHASE 1700 SUBSURFACE UTILITY LOCATING (PRECISE LOCATING SERVICES, INC.)

Designate the horizontal positions for but not limited to Water, Gas, Fiber and Telephone as marked in red on map provided on 12/06/22, starting at Hartwood Marsh Road south on Handcock Road full right of way to Kingston Ridge Drive for approximately 1,500 feet.

This does not include lane closures, permits, or bonds.

Equipment and methods for finding/locating underground utilities and features are the industry recognized procedures. Although effective and reliable, there is the possibility that all utilities may not be located or field verified due to environmental or soil conditions, water table, excessive depth, feature makeup and/or equipment limitation.

PHASE 1800 GEOTECHNICAL INVESTIGATION (ANDREYEV ENGINEERING, INC.)

The purpose of this geotechnical investigation and evaluation will be to assess the shallow soil and groundwater conditions and provide recommendations for site preparation, foundation design, pavement section design, and evaluation of the stormwater retention system.

In order to assist in the geotechnical design and stormwater permitting of the project and in consideration of the anticipated site conditions, we propose to conduct the following scope of investigation:

- Drill four (4) Standard Penetration Test (SPT) borings, to a depth of 20 feet below ground surface, within the proposed fire station building, for foundation evaluation.
- Drill two (2) Standard Penetration Test (SPT) borings, to a depth of 30 feet below ground surface, at the proposed traffic signal locations.
- Drill five (5) Standard Penetration Test (SPT) borings, to a depth of 10 feet below ground surface, within the proposed paved parking/drive areas.
- Prepare a geotechnical report including results of the soil investigations in profile form, evaluation of encountered conditions, estimation of seasonal high groundwater, and geotechnical recommendations for site preparation, support of the proposed structure on shallow foundations, pavement section design, and evaluate the soil conditions at the proposed traffic signal locations.

PHASE 1900 ENVIRONMENTAL SITE EVALUATION

Half biologists will conduct a field review of the project site for the purpose of evaluating the onsite habitat conditions and the potential occurrence of any species considered Endangered, Threatened, or of Special Concern by the Florida Fish and Wildlife Conservation Commission (FWC) under Chapter 58A-27.003-005 F.A.C. or the US Fish and Wildlife Service (USFWS) under C.F.R. 17.11-12. The purpose of this task is to obtain a general understanding of the current site condition and document listed species that may be present on this site so that potential permitting requirements can be identified in advance and appropriately addressed. Specific tasks included with this effort are as follows:

- a. Prior to the field review, conduct a comprehensive desktop review of government and other publicly available databases to determine whether occurrences of State and/or Federal listed plant or animal species may occur or have been documented in areas with similar habitat within or immediately adjacent to the Project Site. Databases to be reviewed will include, but not be limited to the US Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), and Florida Natural Areas Inventory (FNAI),

including the FWC bald eagle (*Haliaeetus leucocephalus*) nest database and the FWC wading bird rookery database.

- b. Review the project area to map and assess the extent and condition of the onsite habitats. Each habitat type will be mapped using the Florida Land Use, Cover, and Forms Classification System (FLUCFCS: Florida Department of Transportation, 1999).
- c. Conduct meandering pedestrian transect surveys for listed species on the project site. All habitats within the project boundary will be surveyed in general accordance with the Florida Wildlife Conservation Guide (2011) as developed by the USFWS, FWC, and FNAI. Surveys will be conducted to locate listed wildlife species known to occur in Walton County, Florida. Nests, burrows, and evidence that would suggest the presence of listed wildlife species (i.e., tracks, scat, cavities, or nests) occurring on or near the project site will be documented and their location will be recorded using a hand-held GPS. Any items of concern that could potentially affect the project and permitting schedule will be recorded and reported to the CLIENT.
- d. Conduct a species-specific survey for the gopher tortoise. The survey will include a 100% survey of suitable habitats to locate gopher tortoise burrows and estimate the overall gopher tortoise density for the project site. The gopher tortoise survey will be conducted in accordance with the FWC Gopher Tortoise Permitting Guidelines (Revised 2020) and conducted by an FWC Authorized Gopher Tortoise Agent. Any observed burrows will be categorized as active, inactive, or abandoned and the location of each burrow recorded using a hand help GPS.
- e. Complete a summary report detailing the findings of the site review and listed species surveys conducted on the project site. If wetlands or listed species are encountered, their approximate locations will be depicted on an aerial photograph of the project site. If there are any regulatory constraints to development of the project due to wetlands or listed species, detailed recommendations on how to resolve the constraints prior to initiating development activities will be provided to the CLIENT.

EXCLUDED:

1. This scope does not include formal, comprehensive listed species assessments (e.g. sand skink coverboard survey) in accordance with the Florida Wildlife Conservation Guide (2011). If any listed or protected species are identified on the Project Site, additional comprehensive, species-specific surveys or permitting may be required by the permitting agencies.
2. Agency coordination for wildlife or wetland related matters not specifically stated in this Scope of Services. The services to obtain approvals for the incidental take or relocation of any listed species of flora and fauna, agency wetland delineation approval, or wetland impact approvals are not included in this Scope of Services.

IV. CONSTRUCTION PROCUREMENT & CONSTRUCTION PHASE SERVICES

A. Building Permitting & Construction Procurement Services

1. The Architect will submit the construction documents to the building department for review of the vertical construction. The goal being to receive and address any comments from the authorities having jurisdiction either prior to, or during the bidding stage of the project.
2. The next step is to choose the right firm who can convert the construction documents into a building. The Architect will work with the City's Office of Procurement to develop the appropriate Request for Proposals from General Contractors to construct the Work.
3. The Architect will assist the Owner in reviewing and analyzing the submitted bids from the shortlisted construction firms.

B. Construction Phase Services:

1. **General Administration:** Assist the Client with processing change orders, field orders, and general problem solving.
2. **Evaluations of the Work:** The Architect and the Architect's consultants will visit the site at intervals appropriate to the stage of Contractor's operations, to become generally familiar with the progress of the Work to keep the Owner informed about progress and quality of the Work, and to monitor compliance with the Construction Documents.

A total of Ten (10) site visits to become generally familiar with the progress and quality of the construction work in order to determine if the work is being performed in general accordance with the construction documents.

3. **Certification of Payments to Contractor:** If required, the Architect will review the Contractor's applications for payment and shall issue Certificates of Payment in such amounts, based on the Architect's site observations and administration activities.
4. **Submittals:** The Architect and the Architect's consultants shall review and approve or take appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with the design concept expressed by the Drawings and Specifications.
5. **Changes in the Work:** The Architect shall prepare change orders and issue clarifications to the documents for the Clients

approval and execution in accordance with the Contract Documents.

6. **Project Completion:** The Architect shall visit the project site to determine both Substantial Completion and Final Completion, to aid the Owner in occupying and using the facility.

BASIS OF COMPENSATION

Professional fees for this project are proposed as a stipulated sum of **Five Hundred Ninety-Nine Thousand Nine Hundred Seventy-Five Dollars and Zero Cents (\$599,975.00)** based on the scope of the project defined in this proposal.

COMPENSATION BREAKDOWN	
I. PROJECT ADMINISTRATION	\$ 55,800.00
II. ARCHITECTURAL, MECHANICAL, PLUMBING, ELECTRICAL, & FIRE PROTECTION ENGINEERING	\$257,300.00
1. SCHEMATIC DESIGN	\$ 24,650.00
2. DESIGN DEVELOPMENT	\$ 41,000.00
3. CONSTRUCTION DOCUMENTATION	\$ 68,750.00
4. INTERIOR DESIGN	\$ 32,800.00
5. MEP / FP ENGINEERING	\$ 48,700.00
6. STRUCTURAL ENGINEERING	\$ 24,600.00
7. COMMUNICATION / TECHNOLOGY ENGINEERING	\$ 16,800.00
III. CIVIL ENGINEERING, SURVEYING, ENVIRONMENTAL, LANDSCAPE / IRRIGATION DESIGN, AND GEOTECHNICAL ENGINEERING SERVICES	\$230,375.00
PHASE 100 ROUTE SURVEY FOR ENGINEERING DESIGN	\$ 17,900.00
PHASE 200 (IF REQUIRED)	TBD upon Final Completion
PHASE 300 CONCEPT PLAN	\$ 5,000.00
PHASE 400 ENGINEERING PLANS 30% SUBMITTAL	\$ 15,000.00
PHASE 410 ENGINEERING PLANS 60% SUBMITTAL	\$ 35,000.00
PHASE 420 ENGINEERING PLANS 90% SUBMITTAL	\$ 10,000.00
PHASE 430 ENGINEERING PLANS FINAL SUBMITTAL	\$ 5,000.00
PHASE 500 PROJECT MANAGEMENT, COORDINATION, & MEETINGS	\$ 7,000.00
PHASE 600 SJRWMD PERMITTING	\$ 4,000.00
PHASE 700 FDEP WATER PERMITTING	\$ 2,500.00
PHASE 800 FDEP WASTEWATER PERMITTING	\$ 2,500.00
PHASE 900 LAKE COUNTY DRIVEWAY CONNECTION PERMITTING	\$ 4,000.00
PHASE 1000 LAKE COUNTY ROW UTILIZATION PERMITTING	\$ 2,500.00
PHASE 1100 EMERGENCY SIGNAL DESIGN	\$ 45,000.00
PHASE 1200 OFFSITE UTILITY & LIFT STATION DESIGN	\$ 20,000.00
PHASE 1300 BIDDING	\$ 7,000.00
PHASE 1400 CIVIL CONSTRUCTION ADMINISTRATION	\$ 25,000.00
PHASE 1500 CIVIL PROJECT ADMINISTRATION	\$ 6,000.00
PHASE 1600 LANDSCAPE / TREE MITIGATION PLAN & IRRIGATION PLAN	\$ 4,070.00
PHASE 1700 SUBSURFACE UTILITY LOCATING	\$ 3,685.00
PHASE 1800 GEOTECHNICAL INVESTIGATION	\$ 5,220.00
PHASE 1900 ENVIRONMENTAL SITE EVALUATION	\$ 4,000.00
IV. CONSTRUCTION PROCUREMENT & CONSTRUCTION PHASE SERVICES	\$ 56,500.00
A. BUILDING PERMITTING & CONSTRUCTION PROCUREMENT	6,500.00
B. CONSTRUCTION PHASE SERVICES	50,000.00
TOTAL ARCHITECTURAL & ENGINEERING SERVICES	\$ 599,975.00

HOURLY RATE SCHEDULE

POWELL STUDIO ARCHITECTURE / TLC ENGINEERING SOLUTIONS

Principal Architect	\$200.00 per hour
Project Manager	\$170.00 per hour
Project Architect	\$140.00 per hour
Interior Designer	\$100.00 per hour
Engineer	\$180.00 per hour
CAD Operator	\$85.00 per hour
Clerical Time	\$70.00 per hour

HALFF ASSOCIATES, INC.

Engineers

Principal/Officer – Professional Engineer	\$300.00
Senior Professional Engineer	\$260.00
Professional Engineer	\$185.00
Project Manager	\$155.00
Engineer Intern	\$110.00
Senior Technician	\$125.00
Design Technician	\$90.00
Project Technician	\$90.00

GIS

Principal Officer – Senior Spatial Analyst	\$165.00
Senior Spatial Analyst	\$135.00
Spatial Analyst	\$100.00
GIS Specialist	\$60.00

Landscape Architects

Principal/Officer – Professional Landscape Architect	\$230.00
Senior Professional Landscape Architect	\$160.00
Project Manager Landscape Architect	\$150.00
Professional Landscape Architect	\$140.00
Senior Landscape Designer	\$115.00
Landscape Designer	\$85.00

Planners

Principal/Officer – Land Planner	\$265.00
Senior Planner	\$185.00
Professional Planner	\$125.00
Project Planner	\$105.00

Environmental Scientists

Senior Environmental Scientist	\$210.00
Environmental Scientist II	\$150.00
Environmental Scientist I	\$90.00

Halff Associates, Inc.
2023 Surveying Labor Rates (FL)

Labor Classification	Hourly Rate
Sr. PSM	\$240
PSM	\$180
Survey/Geospatial Manager	\$180
Sr. Survey Tech/Sr. GSP Tech/SIT	\$130
Survey Tech/GSP Tech	\$105
3-Man Survey Crew	\$245
2-Man Survey Crew	\$190
1-Man Survey Crew	\$125
Clerical	\$90
1-Man Terrestrial HDS Crew (*)	\$245
2-Man Terrestrial HDS Crew (*)	\$325
FAA 107 UAS Pilot (*)	\$250
<u>Mobilization Fee</u>	
UAS LiDAR Phoenix (daily rate)	\$2,200
MX7 Mobile Photogrammetry (daily rate)	\$1,500
MX9 Mobile LiDAR (daily rate)	\$3,000

Notes:

- 1 – Per Diem (Meals): \$59/day
- 2 - All other direct costs (ODC), such as materials, subcontractors, deed research, or hotels will be billed at cost plus 10%.
- 3 – Current IRS Mileage is \$0.655 per mile
- 4- These rates are subject to change and review once a year

(*) Includes Mobilization Fee

GREEN CONSULTING GROUP, INC.

Labor Category	Rate
Principal / ASLA / AICP	\$150.00 / Hour
Landscape Architect (ASLA)	\$150.00 / Hour
Planner	\$100.00 / Hour
CAD Technician	\$70.00 / Hour

Reimbursable Expenses

Expenses incurred by the architect, his staff and consulting engineers in the interest of the project are in addition to the fees for services and are to be reimbursed to the architect. Expenses which are considered reimbursable on this project include shipping and plotting of documents, and out of county travel (if required).

Plotting of documents will be billed at \$.45 / SF of page for Black & White Prints

Color printing will be billed as follows:

8 ½" x 11" Color Prints	\$2.00
11" x 17" Color Prints	\$5.00
24" x 36" Color Plots	\$25.00
36" x 48" Color Plots	\$35.00
Other Reimbursables (Binders, Tabs, 8 x 11 copies, Fed Ex charges, etc.)	At Cost

Preparations of documents for bidding in **PDF format are included** in the basic services of this proposal.

SCOPE OF SERVICES QUALIFICATIONS

Fees quoted herein are presented with the following qualifications & exclusions:

The following is excluded from this proposal:

- Boundary Survey
- Topography Survey
- Soil Boring Location and Elevation Survey
- Monumentation of Wetlands for Conservation Easement
- Platting
- Sketch and Descriptions for Conservation Easements
- Recording of Easements
- As-built Survey
- Post-construction Improvement Survey
- Construction Staking
- Off-site Roadway or Transportation Improvements
- Pre/Post-development stormwater modeling
- Offsite Roadway Design, Access, and Right-of-Way Permitting Services
- Offsite Infrastructure Capacity Studies/Assessments/Analysis/Designs
- Offsite Stormwater Design
- Revisions to the plans requested by the Client/Contractor/Landowner after the plans are approved unless necessitated by discrepancy in the plans
- Revisions to the plans due to scope changes, value engineering, budget overruns, or other reasons.
- Sign Design and Permitting

- Gas, Electric, Telephone, and/or Cable Design
 - FEMA CLOMR
 - FEMA Letter of Map Revision (LOMR)
 - Flood Studies
 - NPDES Permitting
 - Conditional Use Permit
 - Earthwork Calculations
 - Quality Control and Construction Material Testing Services
 - Rezoning
 - Land Use Changes
 - Franchise Utility Coordination
 - Conversion of AutoCad Files to any other format
 - Signing and Pavement Marking Plans
 - Written Specifications
 - Subsurface Utility Engineering
 - Environmental Impact and Cultural Statements and Assessments, Jurisdictional Waters of the US Determination
 - Architectural, Structural, Mechanical, Fire Protection, or Electrical Services
 - Army Corp. of Engineers Dredge and Fill
 - Florida Fish and Wildlife Conservation Commission Permit
 - Wetland Flagging/Delineation
 - Hardscape, Walls, Entry Features
 - Lighting/Photometric Design/Site Electrical Design
 - Electrical Controls for Lift Stations
 - Structural Design of Retaining Walls and Pond Walls
 - Noise Study
 - Advance of permit fees, impact fees, title search fees, recording or advertising fees (all fees by CLIENT)
 - The above prices allow for up to two (2) response submittals for any request for additional information letters from referenced agencies. Any additional requests will be billed on an hourly basis based on the attached hourly rate schedule.
 - Value Engineering and Redesign
 - Themed / Decorative and Landscape Lighting Design
 - Green Building Design, LEED Design
1. This proposal **includes** site lighting engineering and photometric design which will be required by the authority having jurisdiction.
 2. This proposal **includes** the design of the dumpster enclosure expected to be required for the project.
 3. All permit application fees will be paid for by the Owner. The Architect and Owner will determine through the course of the project how and by whom specific permit fees will be paid. If the Architect, or the Architect's consultant pay for permit application fees in the best interest of the Owner, such fees will constitute reimbursable expenses, and shall be reimbursed by the Owner.
 4. This proposal **includes** the design of an emergency generator for the building.

If our proposal is acceptable, your signature below will confirm our authorization to proceed pending the separate written contract that will be mutually executed between both parties. Retain one copy of this document and return one copy to Powell Studio Architecture at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses and represents your approval.

We look forward to your favorable selection of Powell Studio Architecture and thank you for the opportunity to be of service. Please feel free to contact us with any questions you may have. We look forward to working with you!

Sincerely,

POWELL STUDIO ARCHITECTURE, LLC



Jeff Powell, A.I.A., NCARB, Architect
President

CLIENT SIGNATURE / AUTHORIZATION TO PROCEED:

Upon approval, please fill out the following:
Used for billing purposes

Print Name & Title _____

Company / Department _____

Phone _____

Email _____

Address _____

ATTACHMENT A
ADDITIONAL SERVICES

Professional Architecture & Engineering Services Proposal

1. Construction site visits or attendance at design review meetings, as requested by the Owner, Contractor, or Construction Manager, in excess of site visits per discipline as defined in our proposal.
2. Material testing or installation quality inspection services including (but not limited to) concrete, reinforcing steel, welds, connections, torsion or tension verification of bolts, decking or masonry systems. Certification of construction or inspection services to appease special requirements of the local building department, are not included in TLC's scope of services.
3. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
4. Significant revisions to the program, design philosophy or Architectural plans after 100% Design Development approval, or to systems selected following schematic phase, and which result in redesign expenses.
5. Extensive phasing of project including development of multiple permitting packages.
6. Electrical Circuit Breaker Coordination Study.
7. Preparation of mechanical systems life cycle cost analysis.
8. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
9. Threshold Inspection Services.
10. Design of site features and amenities outside of building footprint and not directly attached to the building.
11. Development of "as-built" or record drawings.
12. Detailed cost estimating services.
13. Design of swimming pool or aquatic feature pumping, filtering and controls equipment. Proposed services include design for utility support connections only.
14. Design of unconventional foundation systems including vibrocompaction, vibroflotation piles, mat foundation, or design to accommodate potential sinkhole activity. Proposed design is based on conventional spread foundation systems.
15. Design services to accommodate LEED credits.

**ATTACHMENT B
COMMUNICATIONS AND TECHNOLOGY (CT) DESIGN AND CONSTRUCTION
PHASE SERVICES**

I-Voice / Data Design with Specifications and Bid Documents

- EF (entrance facility) design with conduit infrastructure for telecommunications and cable TV to the outside utility providers via in-ground cable.
- MTR (Main Telecommunications Room)/Data Center sizing, location and equipment layout in coordination with the Owner IT department.
- TR's (Telecommunications rooms) sizing, location and equipment layout as required and in coordination with the Owner IT department.
- Voice distribution system to accommodate Owner selected phone switch.
- Data distribution system to accommodate Owner selected Servers and Network equipment.
- Data distribution system to accommodate Owner selected Wireless equipment.
- Vertical and horizontal intra-building infrastructure for voice/data cabling (raceways)
- Fiber optic backbone Multimode and Singlemode throughout the building
- Develop a labeling and numbering scheme.
- Develop testing procedures for all copper and fiber optic cabling systems.

II-Audio-Visual Systems Design Documents and Specifications

a. Conference Rooms / Training Rooms

Conference rooms shall be designed to include the following audio/visual equipment:

- Medium size (42"-50") LED wall mount display with speakers.
- A table top audio/video interface shall allow for interface of a laptop, document camera and miscellaneous audio video equipment. Table top interface shall also include power receptacles and voice/data connectivity by others.

b. Public Address System (PA) and Mass Notification

- Design will include speakers, microphones, handset stations, amplifier, and rack/console.

III-Security System Design Documents and Specifications Covering:

- Security/Access Control system with subsystems, which will receive input information from door contacts, readers and proximity cards for building control.
- Coordination with MEP pathways and provisioning, and shall include basic riser diagrams, elevations, and schedules.

- CCTV digital monitoring and storage system for interior spaces as well as selected exterior access points.
- A dedicated security monitoring point will be established in an area within the facility as designated by the owner where these signals and alarm points can be displayed, monitored, and recorded. TLC's specifications shall coordinate the security with the selected hardware vendors and shall require a matrix schedule indicating responsibility of each associated device.
- Door access and interior space monitoring system
- Card and/or biometric readers for facility access.
- After hours intercom and access systems at key entrance locations.
- Design fire fighter alert system (inactive components only. Head-end equipment to be provided & installed by fire fighter alert system provider)



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 13, 2023		
Agenda Item Name		
Bid Award		
Requested Action		
Requesting approval of bid award with CMM Roofing, Inc. to replace the roof at City Hall in the amount of \$214,950.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. The Procurement Services Department issued a Request for Bid (RFB) number 23-070 to replace the roof at City Hall. The RFB was fully competed, advertised, and complies with the City of Clermont Procurement Policy. There were nine (9) responses to the RFB. The work consists of removing the existing roof and replacing the roof with a 60-mil single-ply TPO. The award is being recommended to the low-responsive and responsible bidder, CMM Roofing, Inc., in the total amount of \$214,950 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
There is funding for this project in the FY 2023 budget. Account Code: 12549-66201-19103		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$214,950	12549-66201-19103	\$300,000
Exhibits Attached (copies of original agreements)		
1. RFB 23-070 Evaluation Tabulation	RFB 23-070 Evaluation Tabulation.pdf	
2. RFB 23-070 Notice of Intent to Award	RFB 23-070 Notice of Intent to Award.pdf	



City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711

EVALUATION TABULATION

RFB No. RFB 23-070

City Hall Roof Repair

RESPONSE DEADLINE: June 1, 2023 at 2:00 pm

Report Generated: Thursday, June 1, 2023

VENDOR TOTALS

Vendor	Total
CMM Roofing, Inc.	\$214,950.00
ADVANCED ROOFING, INC.	\$243,474.00
1st Class Roofing INC.	\$247,253.00
RMS Orlando, Inc.	\$259,000.00
CMR Construction & Roofing LLC	\$262,280.00
Professional RooF Systems Inc	\$285,000.00
Next Dimension Construction and Roofing	\$305,778.62
APC Roofing	\$318,000.00
Atlas Apex Roofing, LLC	\$372,000.00



NOTICE OF INTENT TO AWARD
RFB No. RFB 23-070
City Hall Roof Repair

RESPONSE DEADLINE: June 1, 2023 at 2:00 pm

Wednesday, June 7, 2023

After the careful and thorough review of all responses received to solicitation number RFB 23-070 titled City Hall Roof Repair, the City hereby issues this Notice of Intent to Award to the following company:

CMM Roofing, Inc.

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, June 13, 2023	
Agenda Item Name	
Clermont Main Street Events 2023 Road Closure Request	
Requested Action	
Consider the request from Clermont Main Street to approve the remainder of the 2023 season and road closures for all events.	
Staff Report	
Clermont Main Street is requesting location and street closures changes for their events due to the ongoing streetscape construction project for their already approved remaining 2023 season. These events have all been previously approved by City Council with a different footprint. The new footprint is required due to upcoming construction and will require modified road closures. Farmer's Market every Sunday Beginning June 18, 2023 through January 7, 2024 First Friday Food Trucks Beginning July 7, 2023 through January 5, 2024 (none on Dec. 1, 2023) Mega Food Truck June 24, 2023 Harvest Festival October 28, 2023 Candy Cane Lane November 11, 2023 The Main Street organization will be required to turn in a map each Monday prior to these events showing the exact portion of the footprint they will be utilizing. This will ensure that Police and Council have a week to review the footprint for that specific event. This will be dependent upon the location of ongoing construction throughout the streetscape project. Road Closures - Farmer's Market - 6:00AM until 4:00PM at the following intersections: -From the corner of W. Desoto St. and 8th St. down to the corner of DeSoto and Lake Ave. -From the corner of Desoto and Lake Ave. going down to the corner of Lake Ave. and Minneola Ave. -City Hall Park and City Hall Parking lot -Montrose St. starting at the address of 830 Montrose (may not block off Living Message Church driveway) going all the way down to Lake Ave. -8th Street and Montrose down to 8th St. and Minneola Ave. -Use of the Art Walk, but not in or along the breezeway in front of the businesses -From the corner of Minneola Ave. and 8th up to the entrance of the 8th St. Trailhead parking lot on Minneola Ave. First Friday Food Trucks - 2:00PM until 11:00PM at the following intersections: -From the corner of W. Desoto St. and 8th St. down to the corner of DeSoto and Lake Ave. -From the corner of Desoto and Lake Ave. going down to the corner of Lake Ave. and Minneola Ave. -City Hall Park and City Hall Parking lot -Montrose St. starting at the address of 830 Montrose (may not block off Living Message Church driveway) going all the way down to Lake Ave. -8th Street and Montrose down to 8th St. and Minneola Ave. -Use of the Art Walk, but not in or along the breezeway in front of the businesses -From the corner of Minneola Ave. and 8th up to the entrance of the 8th St. Trailhead parking lot on Minneola Ave.	

Mega Food Truck Event - 2:00 PM until 11:00 PM at the following intersections:

- From the corner of W. Desoto St. and 8th St. down to the corner of DeSoto and Lake Ave.
- From the corner of Desoto and Lake Ave. going down to the corner of Lake Ave. and Minneola Ave.
- City Hall Park and City Hall Parking lot
- Montrose St. starting at the address of 830 Montrose (may not block off Living Message Church driveway) going all the way down to Lake Ave.
- 8th Street and Montrose down to 8th St. and Minneola Ave.
- Use of the Art Walk, but not in or along the breezeway in front of the businesses
- From the corner of Minneola Ave. and 8th up to the entrance of the 8th St. Trailhead parking lot on Minneola Ave.

Harvest Festival - 9am to 11pm at the following intersections:

- From the corner of W. Desoto St. and 8th St. down to the corner of DeSoto and Lake Ave.
- From the corner of Desoto and Lake Ave. going down to the corner of Lake Ave. and Minneola Ave.
- City Hall Park and City Hall Parking lot
- Montrose St. starting at the address of 830 Montrose (may not block off Living Message Church driveway) going all the way down to Lake Ave.
- 8th Street and Montrose down to 8th St. and Minneola Ave.
- Use of the Art Walk, but not in or along the breezeway in front of the businesses
- From the corner of Minneola Ave. and 8th up to the entrance of the 8th St. Trailhead parking lot on Minneola Ave.

Candy Cane Lane - 7:00 AM until 10:00 PM. at the following intersections

- From the corner of W. Desoto St. and 8th St. down to the corner of DeSoto and Lake Ave.
- From the corner of Desoto and Lake Ave. going down to the corner of Lake Ave. and Minneola Ave.
- City Hall Park and City Hall Parking lot
- Montrose St. starting at the address of 830 Montrose (may not block off Living Message Church driveway) going all the way down to Lake Ave.
- 8th Street and Montrose down to 8th St. and Minneola Ave.
- Use of the Art Walk, but not in or along the breezeway in front of the businesses
- From the corner of Minneola Ave. and 8th up to the entrance of the 8th St. Trailhead parking lot on Minneola Ave.

Additional Analysis**Fiscal Impact Summary****Fiscal Impact****Fund Number and Description****Available Budget Amount****Exhibits Attached (copies of original agreements)**

1.	Farmer's Market application	Farmer's Market application.pdf
2.	FFFT application	FFFT application.pdf
3.	Mega FT application	Mega FT application.pdf
4.	Harvest Fest application	Harvest Fest application.pdf
5.	Candy Cane Lane Application	Candy Cane Lane Application.pdf
6.	Main Street Maps	Main Street Maps.pdf
7.	Food Trucks and Mega - Road Closure Notice to Neighbors	Food Trucks and Mega - Road Closure Notice to Neighbors.pdf
8.	Farmers Market - Road Closure Notice to Neighbors	Farmers Market - Road Closure Notice to Neighbors.pdf
9.	Harvest Fest - Road Closure Notice to Neighbors	Harvest Fest - Road Closure Notice to Neighbors.pdf
10.	Candy Cane Lane - Road Closure Notice to Neighbors	Candy Cane Lane - Road Closure Notice to Neighbors.pdf
11.	Red Top Vendor application copy	Red Top Vendor application copy.pdf



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date April 20, 2023
Name of Event Clermont Farmers' Market
Date(s) of Event Every Sunday Estimated Attendance: 1500
Event Start Time: 9:00am Event End Time: 2:00pm
Before Event Setup Time: 2 hours (7:00am) After Event Cleanup Time: 2 hours
Name of Organization/Applicant Clermont Main Street

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # 88-1574917

Event Contact Jennifer Wimberly, Executive Director Email Director@clermontdowntown.com

Day Phone 352-989-0835 Cell Phone 352-989-0835 352 989 0835

Address 751 W. Minneola Avenue City Clermont State FL Zip 34711

Secondary Contact Dana Brown, Red Top Productions Phone # 321-202-5855

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Clermont Main Street

Briefly Describe Event: _____

The weekly Farmers' Market is a weekly event with vendors/small-business entrepreneurs from Clermont, FL and the surrounding area such as local farmers, craftsmen, and specialty-product artisans. The Farmers' Market promotes downtown Clermont and provides positive economic impacts for the vendors, local businesses, and residents.

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☒ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: Foot print / road closure request:

W. Desoto from 8th St to 7th St.; 7th Street from W DeSoto to W Montrose. City Hall Park and Parking Lot.

Montrose Street from the old Police Station to Lake Avenue. Lake Avenue at W. Montrose to Lake Avenue at W. Minneola

8th St at W Montrose to 8th St at W. Minneola

W. Minneola from 8th St to 7th St. (see attached map)

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* _____

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☒ Yes ☐ No Describe the need: _____

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☒ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: generators for food trucks/concessions

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☒ Yes ☐ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Local entertainers will provide musical entertainment throughout the Farmers Market

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☒ Yes ☐ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☒ Yes ☐ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: Clermont Farmers' Market
 DATE OF EVENT: Every Sunday
 EVENT CONTACT: Jennifer Wimberly
 REFUND MAILING ADDRESS: 751 W. Minneola Avenue
 Street Address Clermont FL 34711
 City 352-989-0835 / email: director@clermontdowntown.com ST Zip
 CELL PHONE: 352 989 0835
Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

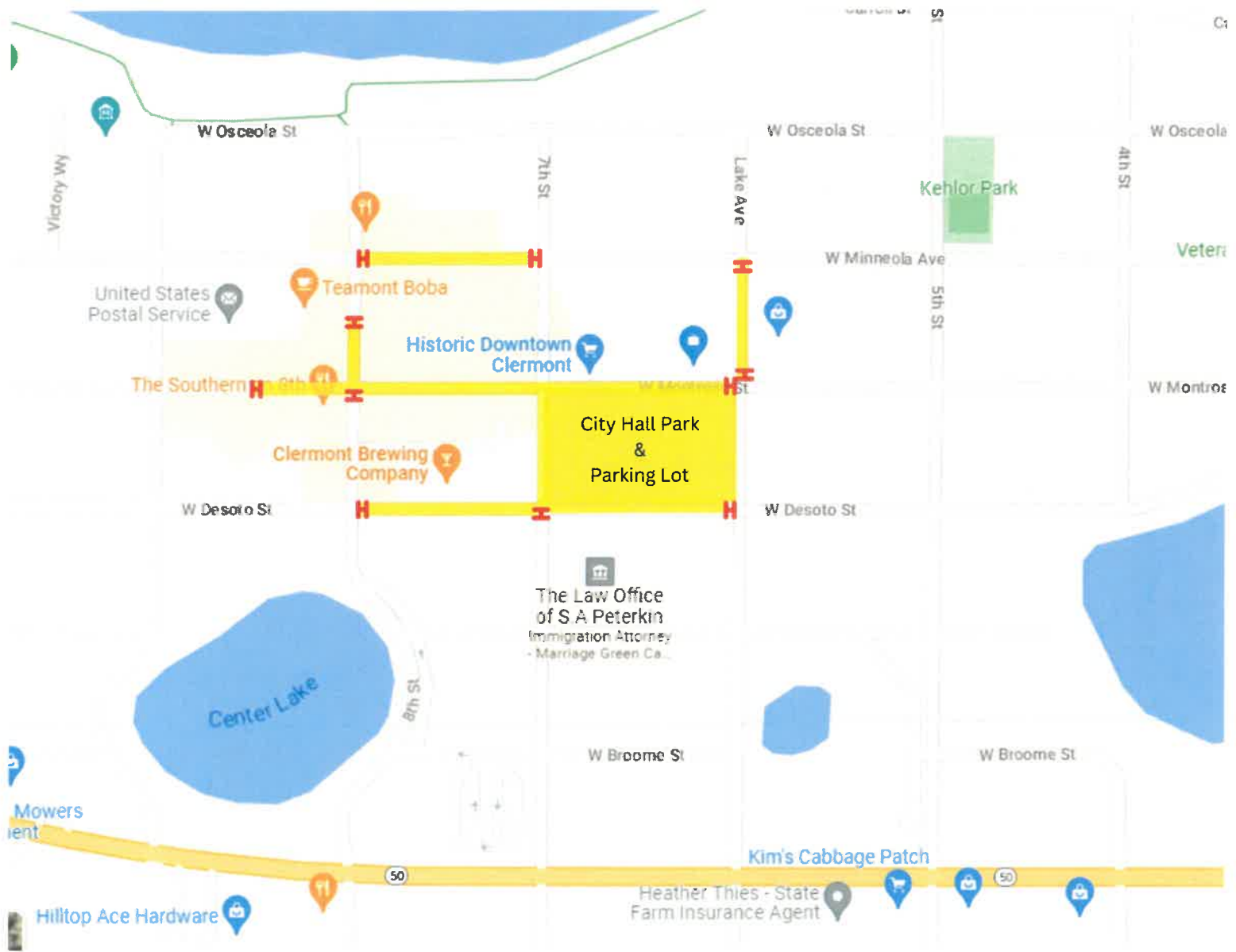
Applicant's Signature Jennifer Wimberly Printed Name	Executive Director Title Date
--	---

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

- | | | |
|-----------------------|-------------------------------|--------------------|
| a) Parks & Rec. Dept. | b) Police Department | c) Fire Department |
| d) Public Works Dept. | e) Development Services Dept. | |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



*The Red markers indicate traffic barricades



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date April 20, 2023
Name of Event First Friday Food Trucks
Date(s) of Event 5/5/23; 6/2/23; 7/7/23; 8/4/23; 9/1/23;
10/6/23; 11/3/23 Estimated Attendance: 3500-5000
Event Start Time: 5:30pm Event End Time: 9:00pm
Before Event Setup Time: 3.5 hours (2pm) After Event Cleanup Time: 2 hours
Name of Organization/Applicant Clermont Main Street

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # 88-1574917

Event Contact Jennifer Wimberly, Executive Director Email Director@clermontdowntown.com

Day Phone 352-989-0835 Cell Phone 352-989-0835 352 989 0835

Address 751 W. Minneola Avenue City Clermont State FL Zip 34711

Secondary Contact Dana Brown, Red Top Productions Phone # 321-202-5855

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Clermont Main Street

Briefly Describe Event:

First Friday Food Trucks is a monthly event featuring food trucks and small-business entrepreneurs from Clermont, FL and the surrounding area. First Friday Food Trucks promotes culinary tourism to downtown Clermont and provides positive economic impacts for the vendors, local businesses, and residents.

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☒ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: Foot print / road closure request:

W. Desoto from 8th St to 7th St.; 7th Street from W DeSoto to W Montrose. City Hall Park and Parking Lot.

Montrose Street from the old Police Station to Lake Avenue. Lake Avenue at W. Montrose to Lake Avenue at W. Minneola

8th St at W Montrose to 8th St at W. Minneola

W. Minneola from 8th St to 7th St. (see attached map)

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 10 x 10

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☒ Yes ☐ No Describe the need: _____

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☒ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: generators for food trucks/concessions

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☒ Yes ☐ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Local entertainers will provide musical entertainment throughout the Farmers Market

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☒ Yes ☐ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☒ Yes ☐ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: First Friday Food Trucks
 DATE OF EVENT: 5/5/23; 6/2/23; 7/7/23; 8/4/23; 9/1/23; 10/6/23; 11/3/23; 12/1/23
 EVENT CONTACT: Jennifer Wimberly
 REFUND MAILING ADDRESS: 751 W. Minneola Avenue
 Street Address Clermont FL 34711
 City 352 ST 989 Zip 0835
 CELL PHONE: 352-989-0835 / email: director@clermontdowntown.com

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

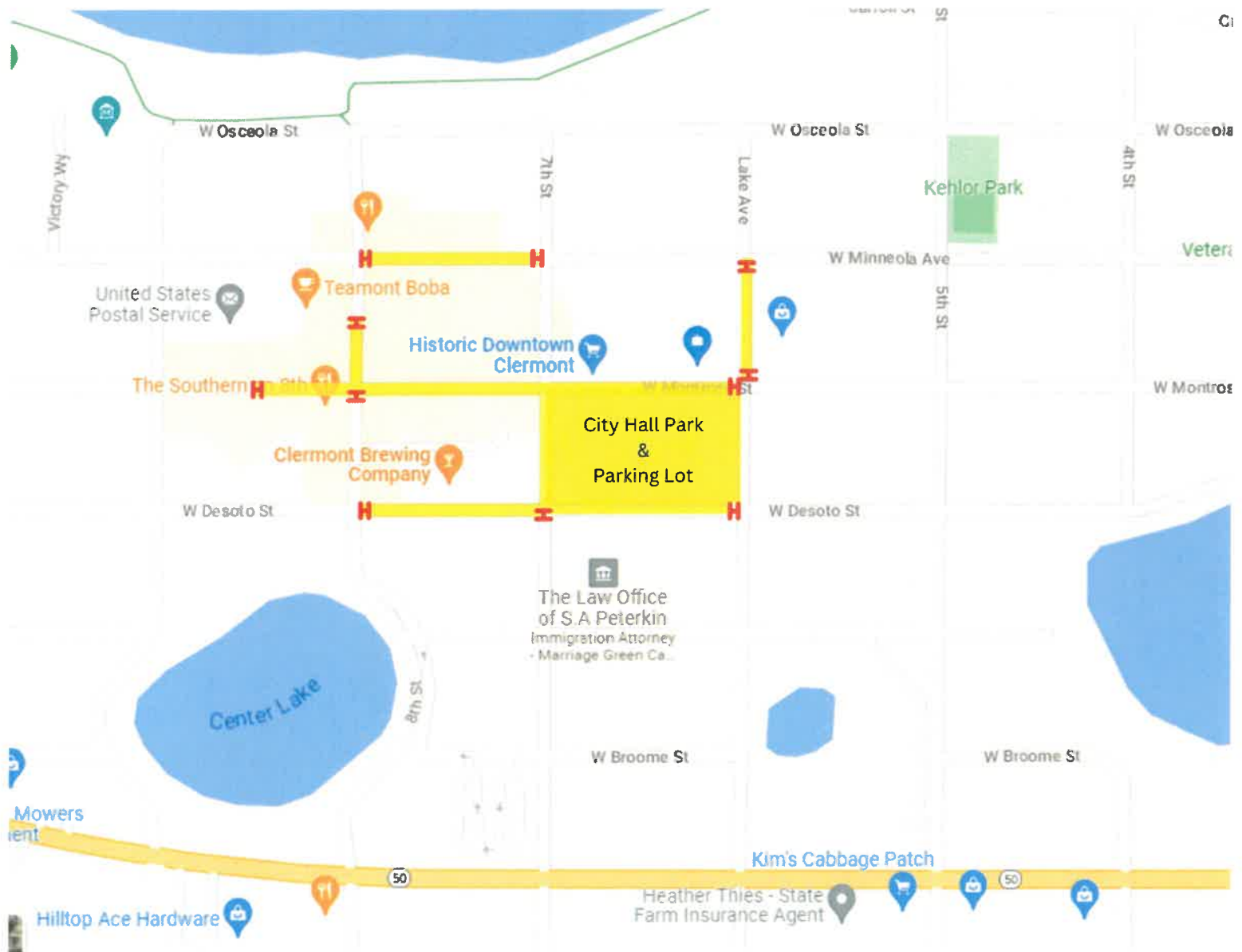
_____ Applicant's Signature _____ Jennifer Wimberly Printed Name	_____ Executive Director Title _____ Date
--	---

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

- | | | |
|-----------------------|-------------------------------|--------------------|
| a) Parks & Rec. Dept. | b) Police Department | c) Fire Department |
| d) Public Works Dept. | e) Development Services Dept. | |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



*The Red markers indicate traffic barricades



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date April 20, 2023
Name of Event Mega Food Trucks
Date(s) of Event June 24, 2023 Estimated Attendance: 3500-5000
Event Start Time: 4:00pm Event End Time: 9:00pm
Before Event Setup Time: 3 hours (1:00pm) After Event Cleanup Time: 2 hours
Name of Organization/Applicant Clermont Main Street

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # 88-1574917

Event Contact Jennifer Wimberly, Executive Director Email Director@clermontdowntown.com

Day Phone 352-989-0835 Cell Phone 352-989-0835 352 989 0835

Address 751 W. Minneola Avenue City Clermont State FL Zip 34711

Secondary Contact Dana Brown Phone # 321-202-5855

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Clermont Main Street

Briefly Describe Event:

Mega Food Trucks is a twice a year special event that provides entertainment and culinary tourism in downtown Clermont. We expect to have over 20 food trucks and 20 vendors that will drive business downtown and provide positive economic impacts for the food truck vendors, local downtown businesses, and residents.

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☒ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: Foot print / road closure request:

W. Desoto from 8th St to 7th St.; 7th Street from W DeSoto to W Montrose. City Hall Park and Parking Lot.

Montrose Street from the old Police Station to Lake Avenue. Lake Avenue at W. Montrose to Lake Avenue at W. Minneola

8th St at W Montrose to 8th St at W. Minneola

W. Minneola from 8th St to 7th St. (see attached map)

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* _____

*Tents larger than 900 sq. ft. will require an additional permit

Electrical Use: ☒ Yes ☐ No Describe the need: _____

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☒ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: generators for food trucks/concessions

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☒ Yes ☐ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval.

3321-202-5855

3321-202-5855

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Local entertainers will provide musical entertainment throughout the Farmers Market

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☒ Yes ☐ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☒ Yes ☐ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: Mega Food Trucks
 DATE OF EVENT: June 24, 2023
 EVENT CONTACT: Jennifer Wimberly
 REFUND MAILING ADDRESS: 751 W. Minneola Avenue
 Street Address
Clermont FL 34711
 City ST Zip
 City 352-989-0835 / email: director@clermontdowntown.com
 CELL PHONE: 352 989 0835

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

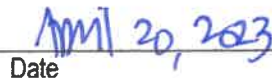

Applicant's Signature

Jennifer Wimberly

Printed Name

Executive Director

Title


Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

a) Parks & Rec. Dept.

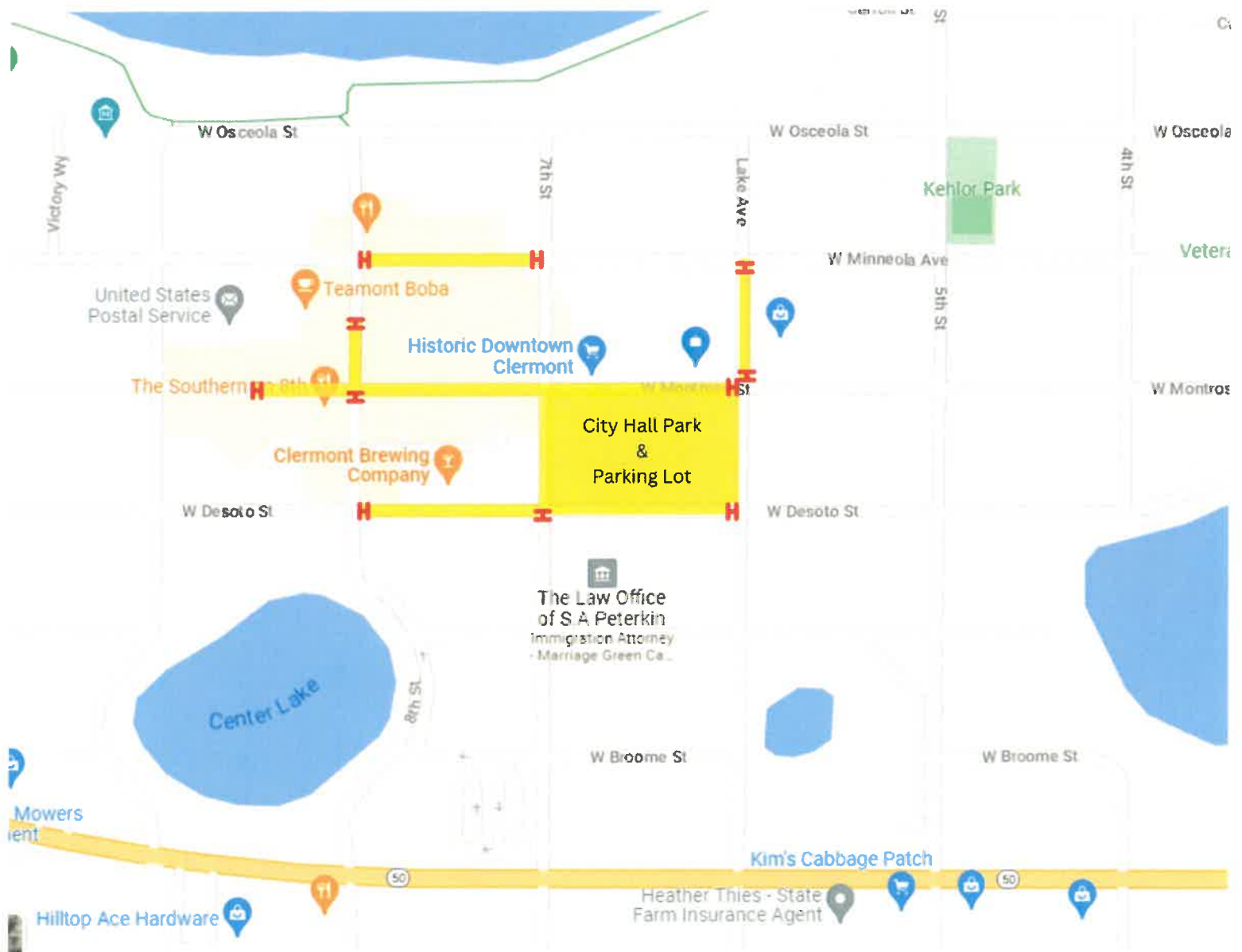
b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



*The Red markers indicate traffic barricades



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date May 10, 2023
Name of Event Harvest Fest
Date(s) of Event October 28, 2023 Estimated Attendance: 3500-5000
Event Start Time: 12:00pm Event End Time: 10:00pm
Before Event Setup Time: 3 hours (9am) After Event Cleanup Time: 2 hours (12am)
Name of Organization/Applicant Clermont Main Street

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # 88-1574917

Event Contact Jennifer Dougherty, Executive Director Email Director@clermondowntown.com

Day Phone 352-989-0835 Cell Phone 352-989-0835

Address 751 W. Minneola Avenue City Clermont State FL Zip 34711

Secondary Contact Dana Brown, Red Top Productions Phone # 321-202-5855

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Clermont Main Street

Briefly Describe Event:

Harvest Fest is a fall holiday that brings locals and visitors to downtown Clermont. We expect to have local Clermont vendors and local businesses participate in the event that drives business downtown and provides positive economic impacts for the participating merchants and other downtown businesses.

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☒ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: Foot print / road closure request:

W. Desoto from 8th St to 7th St.; 7th Street from W DeSoto to W Montrose. City Hall Park and Parking Lot.

Montrose Street from the old Police Station to Lake Avenue. Lake Avenue at W. Montrose to Lake Avenue at W. Minneola

8th St at W Montrose to 8th St at W. Minneola

W. Minneola from 8th St to 7th St. (see attached map)

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☒ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* _____

*Tents larger than 900 sq. ft. will require an additional permit

Electrical Use: ☒ Yes ☐ No Describe the need: _____

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☒ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: generators for food trucks/concessions

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☒ Yes ☐ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Local entertainers will provide musical entertainment during the event

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☒ Yes ☐ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☒ Yes ☐ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

Type text here

- A resident or land owner located in the Clermont city limits
- A business located in the Ha Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

Applicant's Signature

Jennifer Dougherty

Printed Name

Executive Director

Title

Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.

Jennifer Stills

From: Clermont Main Street <director@clermontdowntown.com>
Sent: Wednesday, May 10, 2023 10:05 AM
To: Jennifer Stills
Subject: Re: Harvest Fest

Hey there - We just got out of the Board Meeting. The time has changed to start at 12pm (noon) and end at 10pm. So we'd need streets closed by 10am, preferably 9am so we can get in for all the set up; and we may need up to 2 hours after for shutting it all down. I will do a new letter and can change the 1st page of the packet and send it to you.

ALSO! We shared the map with the Board this morning for the new foot print and feedback we got was: shouldn't 7th have a barricade mid-way down the street and then Darren wanted to know why DeSoto has barricades because that impacts his parking lot.

Let me get edits made and get this to you by separate email! -Jenn

From: Jennifer Stills <jstills@clermontfl.org>
Sent: Wednesday, May 10, 2023 8:59 AM
To: Clermont Main Street <director@clermontdowntown.com>
Subject: Harvest Fest

Can you please call me some time this morning about Harvest fest. My deadline for getting my packet into council is today at 2pm. I already have everything submitted for Harvest Fest as it was turned in. If you want changes I need to know ASAP and a new application by 2pm today.



Jennifer Stills
Parks and Recreation Program Manager
620 W. Montrose St.
Clermont, FL 34711
Direct Tel 352-708-5951
jstills@clermontfl.org
www.clermontfl.gov

*Our mission: To preserve and enhance the quality of life for the
Clermont community by providing exceptional services*

Website: <https://www.clermontfl.gov/>

PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date April 19, 2023
Name of Event Candy Cane Lane
Date(s) of Event November 11, 2023 Estimated Attendance: 3500-5000
Event Start Time: 10:00am Event End Time: 9:00pm
Before Event Setup Time: 3 hours After Event Cleanup Time: 2 hours
Name of Organization/Applicant Clermont Main Street

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # 88-1574917

Event Contact Jennifer Wimberly, Executive Director Email Director@clermontdowntown.com

Day Phone 352-989-0835 Cell Phone 352-989-0835 352 989 0835

Address 751 W. Minneola Avenue City Clermont State FL Zip 34711

Secondary Contact Dana Brown, Red Top Productions Phone # 321-202-5855

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Clermont Main Street

Briefly Describe Event:

Candy Cane Lane is a holiday event that brings locals and visitors to downtown Clermont. We expect to have local Clermont vendors and local businesses participate in the event that drives business downtown and provides positive economic impacts for the participating merchants and other downtown businesses.

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☒ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: Foot print / road closure request:

W. Desoto from 8th St to 7th St.; 7th Street from W DeSoto to W Montrose. City Hall Park and Parking Lot.

Montrose Street from the old Police Station to Lake Avenue. Lake Avenue at W. Montrose to Lake Avenue at W. Minneola

8th St at W Montrose to 8th St at W. Minneola

W. Minneola from 8th St to 7th St. (see attached map)

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* _____

**Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☒ Yes ☐ No Describe the need: _____

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☒ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: generators for food trucks/concessions

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☐ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☒ Yes ☐ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: Local entertainers will provide musical entertainment throughout the Farmers Market

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☒ Yes ☐ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☒ Yes ☐ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: Candy Cane Lane
 DATE OF EVENT: November 11, 2023
 EVENT CONTACT: Jennifer Wimberly
 REFUND MAILING ADDRESS: 751 W. Minneola Avenue
 Street Address Clermont FL 34711
 City ST Zip
 CELL PHONE: 353-989-0835 / email: director@clermontdowntown.com

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

Resident/Non-Profit rate is defined as

Type text here

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.



Applicant's Signature

Executive Director

Title

Jennifer Wimberly

Printed Name



Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

a) Parks & Rec. Dept.

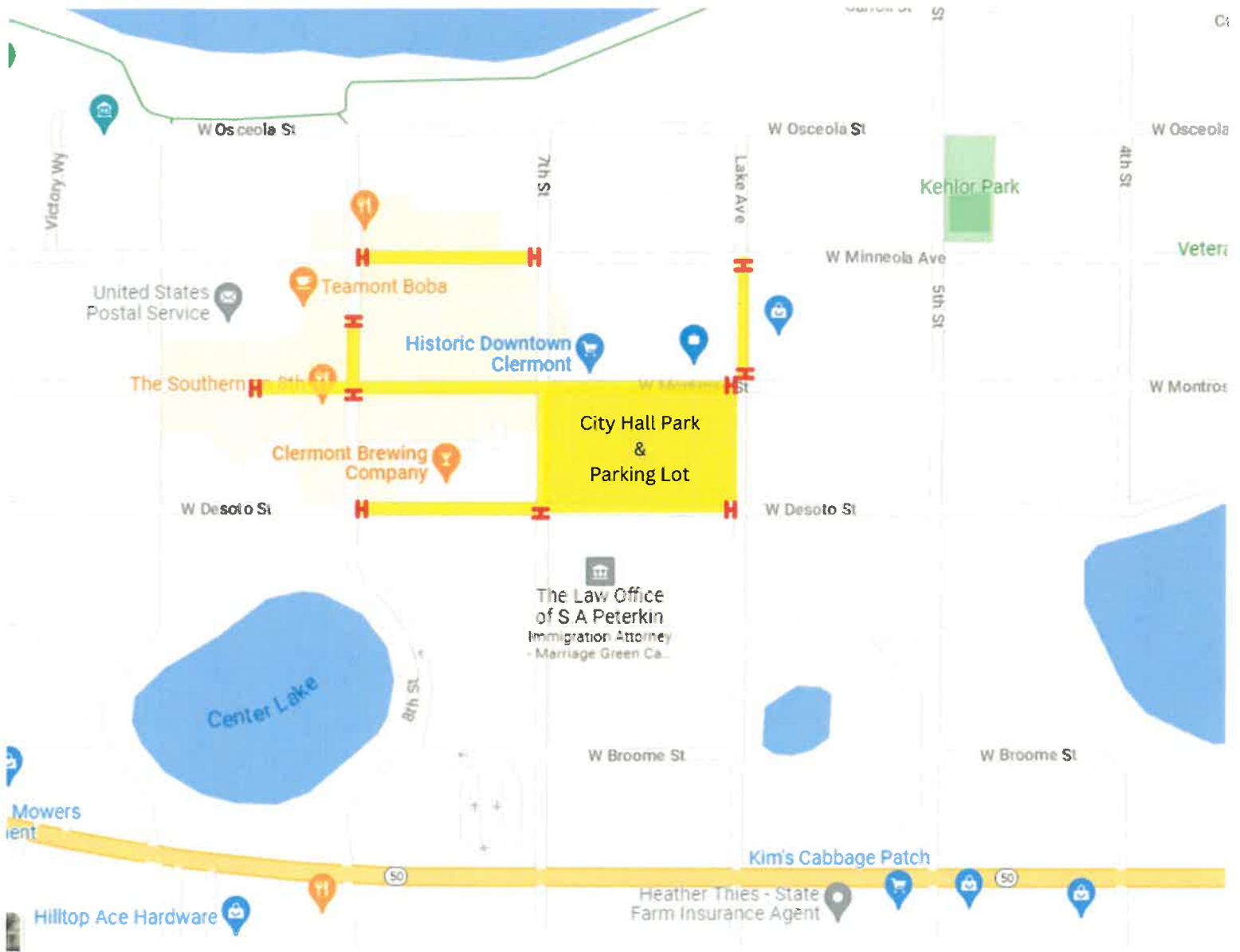
b) Police Department

c) Fire Department

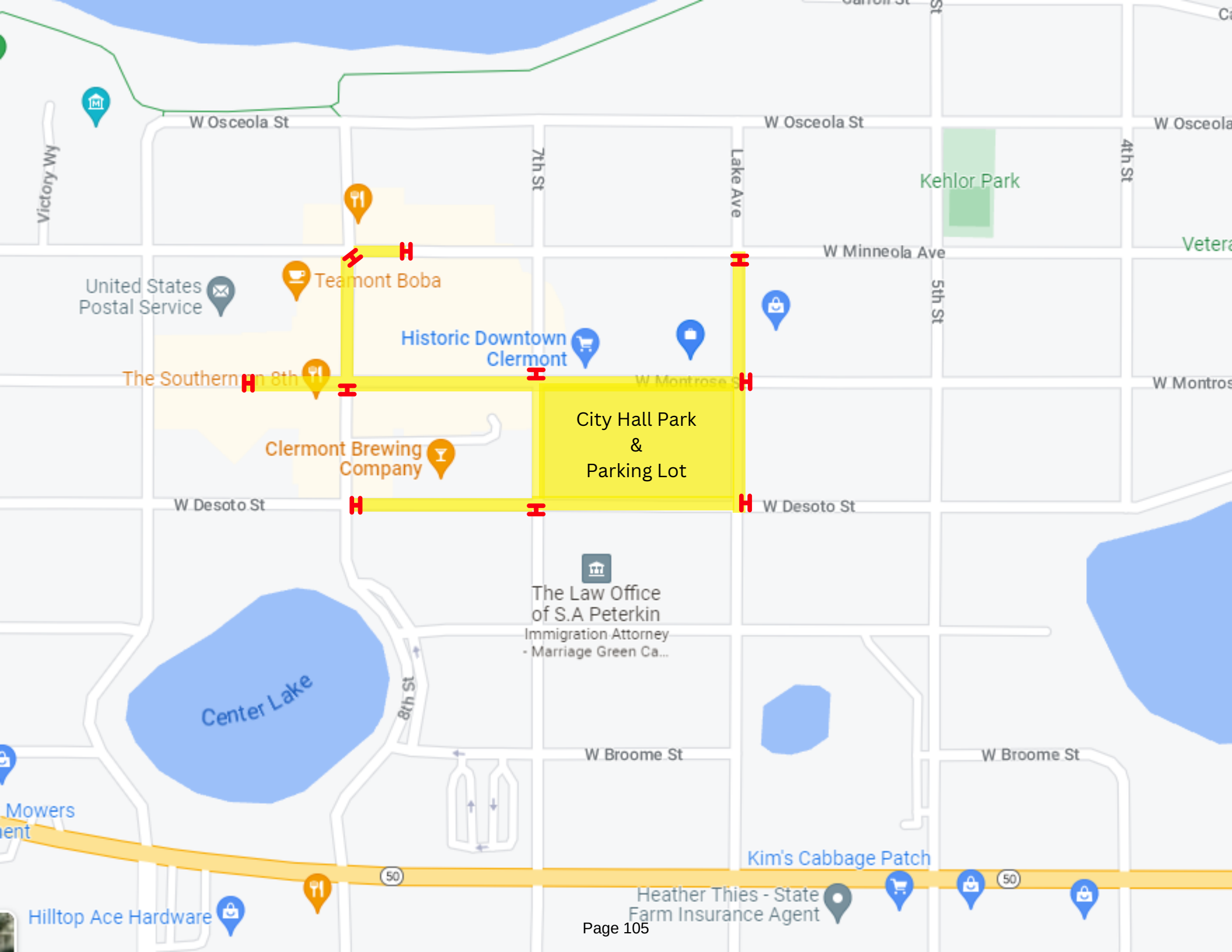
d) Public Works Dept.

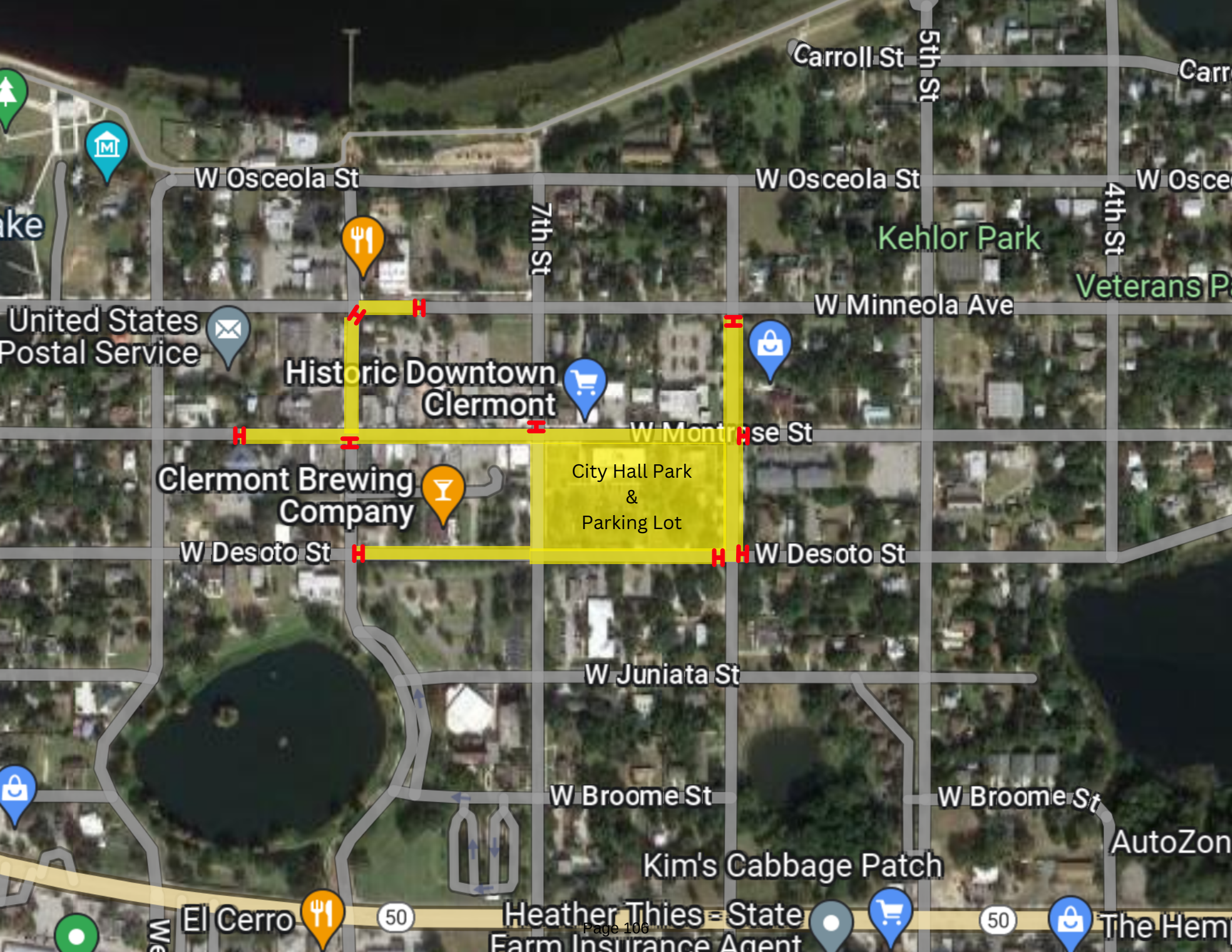
e) Development Services Dept.

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



*The Red markers indicate traffic barricades





Historic Downtown
Clermont

Clermont Brewing
Company

City Hall Park
&
Parking Lot

Heather Thies - State
Farm Insurance Agent



May 9, 2023

Dear Resident / Business Owner:

As required by the City of Clermont Special Event Policy, we are providing you with this Notice of the following proposed events that may impact you. These events will be heard by the City Council for approval at an upcoming City Council meeting. Please monitor the City's webpage at www.clermontfl.gov for notice on when the exact date the item will be heard.

On the following dates your neighbors at Clermont Main Street are bringing First Friday Food Trucks and Mega Food Trucks to Downtown Clermont. The new food truck map is located on the back of this letter.

Celebrating food from local and regional small business entrepreneurs will not only attract local families but will bring people downtown and will add awareness to our beautiful growing downtown area and all that it has to offer.

You are receiving this letter because your home or business is on the First Friday Food Trucks and Mega Food Trucks route. Below is some key information about the events and what to expect.

Restricted Parking Times & Road Closures

Start: First Fridays & Mega Food Trucks at 2pm

Finish and Reopen: First Fridays & Mega Food Trucks by 11pm

- Montrose Street between Lake Avenue and 8th Street to the old Police Station
- 8th Street between Montrose Street and Minneola Avenue
- Minneola Avenue between 7th Street and 8th Street
- Lake Avenue between Minneola Avenue and Montrose street
- 7th Street between Montrose Street and Desoto Street
- DeSoto Street between 7th Street and 8th Street
- City Hall Park and Parking Lot

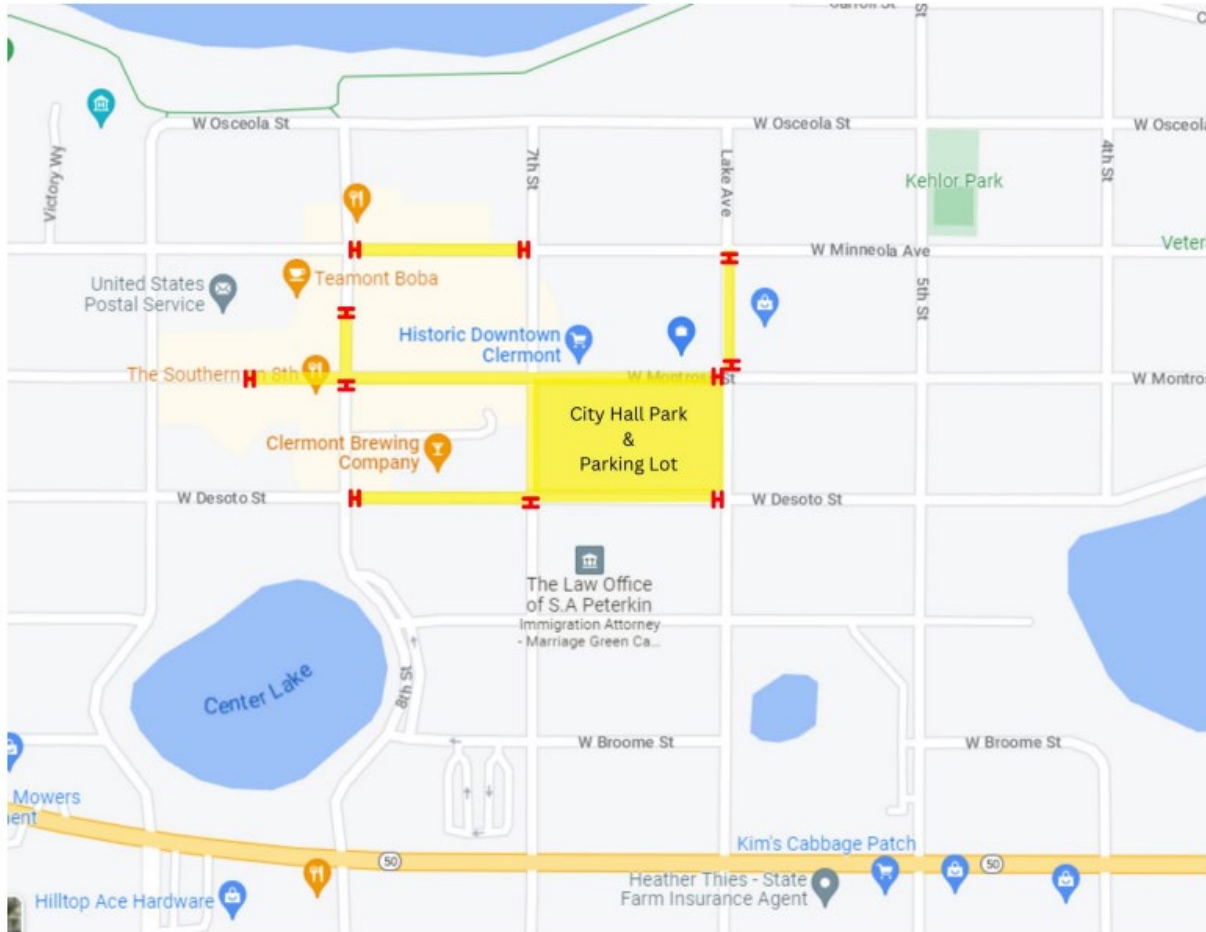
Date	Event	Event Time	Road Closure Time
June 24, 2023	Mega Food Trucks	5:30pm – 9:00pm	2pm – 11pm
July 7, 2023	First Friday Food Trucks	5:30pm – 9:00pm	2pm – 11pm
August 4, 2023	First Friday Food Trucks	5:30pm – 9:00pm	2pm – 11pm
September 1, 2023	First Friday Food Trucks	5:30pm – 9:00pm	2pm – 11pm
October 6, 2023	First Friday Food Trucks	5:30pm – 9:00pm	2pm – 11pm
November 3, 2023	First Friday Food Trucks	5:30pm – 9:00pm	2pm – 11pm

For any questions or for more information, contact Jenn Dougherty at director@clermontdowntown.com or 352-989-0835. You may also contact us if your business or club would like to be a sponsor or otherwise be involved. We ask that you take this information

into consideration when planning your Friday evenings. For more information on First Friday Food Trucks and Mega Food Truck events, visit www.downtownclermont.com

Thank you for your patience and understanding and please know that Clermont Main Street is working diligently to present the best and safest events possible.

Roads Impacted



*The Red markers indicate traffic barricades



May 9, 2023

Dear Resident / Business Owner:

As required by the City of Clermont Special Event Policy, we are providing you with this Notice of the following proposed events that may impact you. These events will be heard by the City Council for approval at an upcoming City Council meeting. Please monitor the City's webpage at www.clermontfl.gov for notice on when the exact date the item will be heard.

On the following dates your neighbors at Clermont Main Street are bringing the Sunday Farmers' Market to Downtown Clermont. The new Farmers' Market map is located on the back of this letter.

You are receiving this letter because your home or business is on the Farmers Market route. Below is some key information about the events and what to expect.

Restricted Parking Times & Road Closures

Start: Sunday Farmers Market 7am

Finish and Reopen: First Fridays & Mega Food Trucks by 4pm

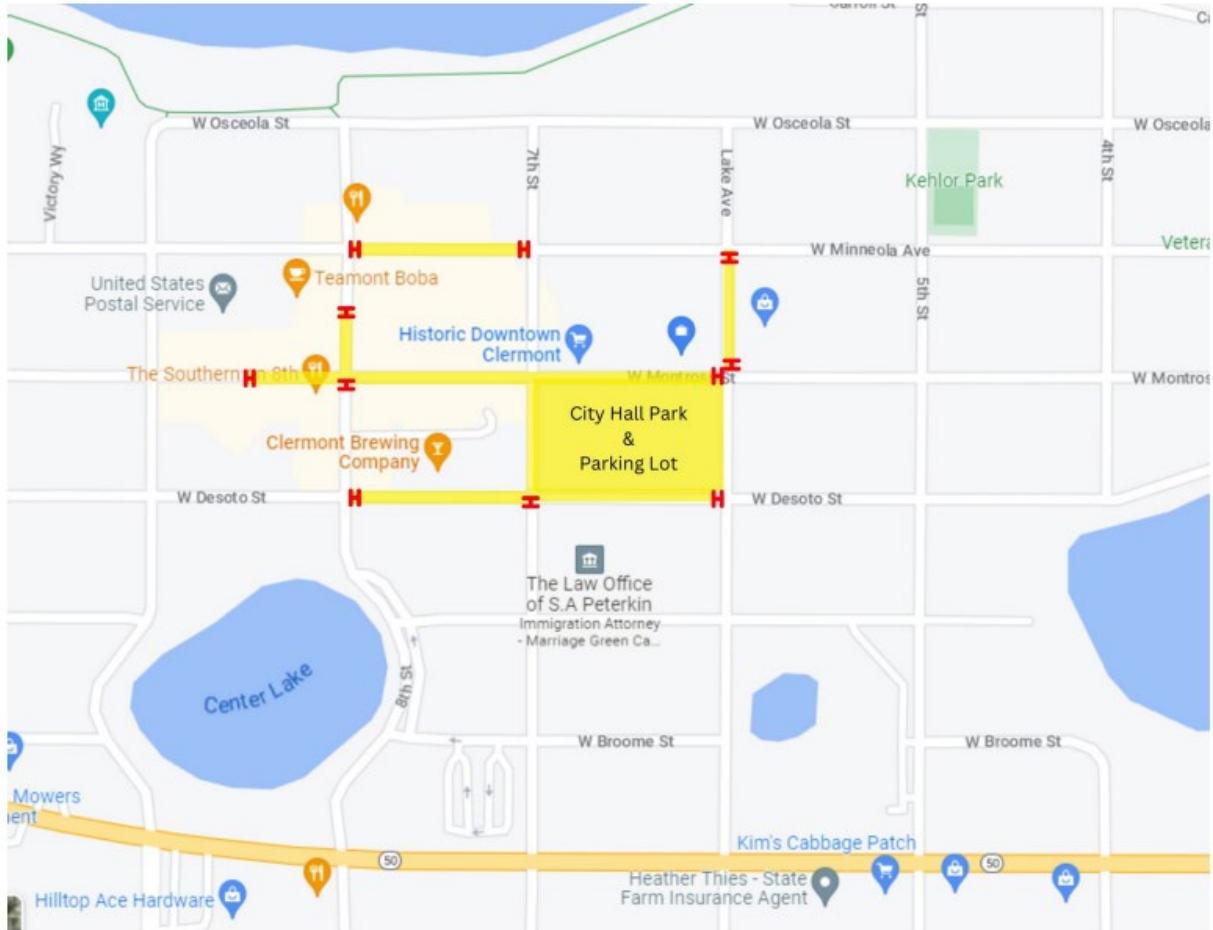
- Montrose Street between Lake Avenue and 8th Street to the old Police Station
- 8th Street between Montrose Street and Minneola Avenue
- Minneola Avenue between 7th Street and 8th Street
- Lake Avenue between Minneola Avenue and Montrose street
- 7th Street between Montrose Street and Desoto Street
- DeSoto Street between 7th Street and 8th Street
- City Hall Park and Parking Lot

Date	Event	Event Time	Road Closure Time
June 18, 25	Sunday Farmers Market	9am – 2pm	7am – 4pm
July 2, 9, 16, 23, 30	Sunday Farmers Market	9am – 2pm	7am – 4pm
August 6, 13, 20, 27	Sunday Farmers Market	9am – 2pm	7am – 4pm
September 3, 10, 17, 24	Sunday Farmers Market	9am – 2pm	7am – 4pm
October 1, 8, 15, 22, 29	Sunday Farmers Market	9am – 2pm	7am – 4pm
November 5, 12, 19, 26	Sunday Farmers Market	9am – 2pm	7am – 4pm
December 3, 10, 17, 24, 31	Sunday Farmers Market	9am – 2pm	7am – 4pm

For any questions or for more information, contact Jenn Dougherty at director@clermontdowntown.com or 352-989-0835. You may also contact us if your business or club would like to be a sponsor or otherwise be involved. We ask that you take this information into consideration when planning your weekends. For more information on Sunday Farmers' Markets, visit www.downtownclermont.com

Thank you for your patience and understanding and please know that Clermont Main Street is working diligently to present the best and safest events possible.

Roads Impacted



*The Red markers indicate traffic barricades

*The Red markers indicate traffic barricades



May 9, 2023

Dear Resident / Business Owner:

As required by the City of Clermont Special Event Policy, we are providing you with this Notice of the following proposed events that may impact you. These events will be heard by the City Council for approval at an upcoming City Council meeting. Please monitor the City's webpage at www.clermontfl.gov for notice on when the exact date the item will be heard.

On the following dates your neighbors at Clermont Main Street are bringing Harvest Fest to Downtown Clermont. The new Harvest Fest map is located on the back of this letter.

You are receiving this letter because your home or business is on the Harvest Fest route. Below is some key information about the events and what to expect.

Restricted Parking Times & Road Closures

Start: October 28, 2023 at 7am

Finish and Reopen: October 29, 2023 by 12am

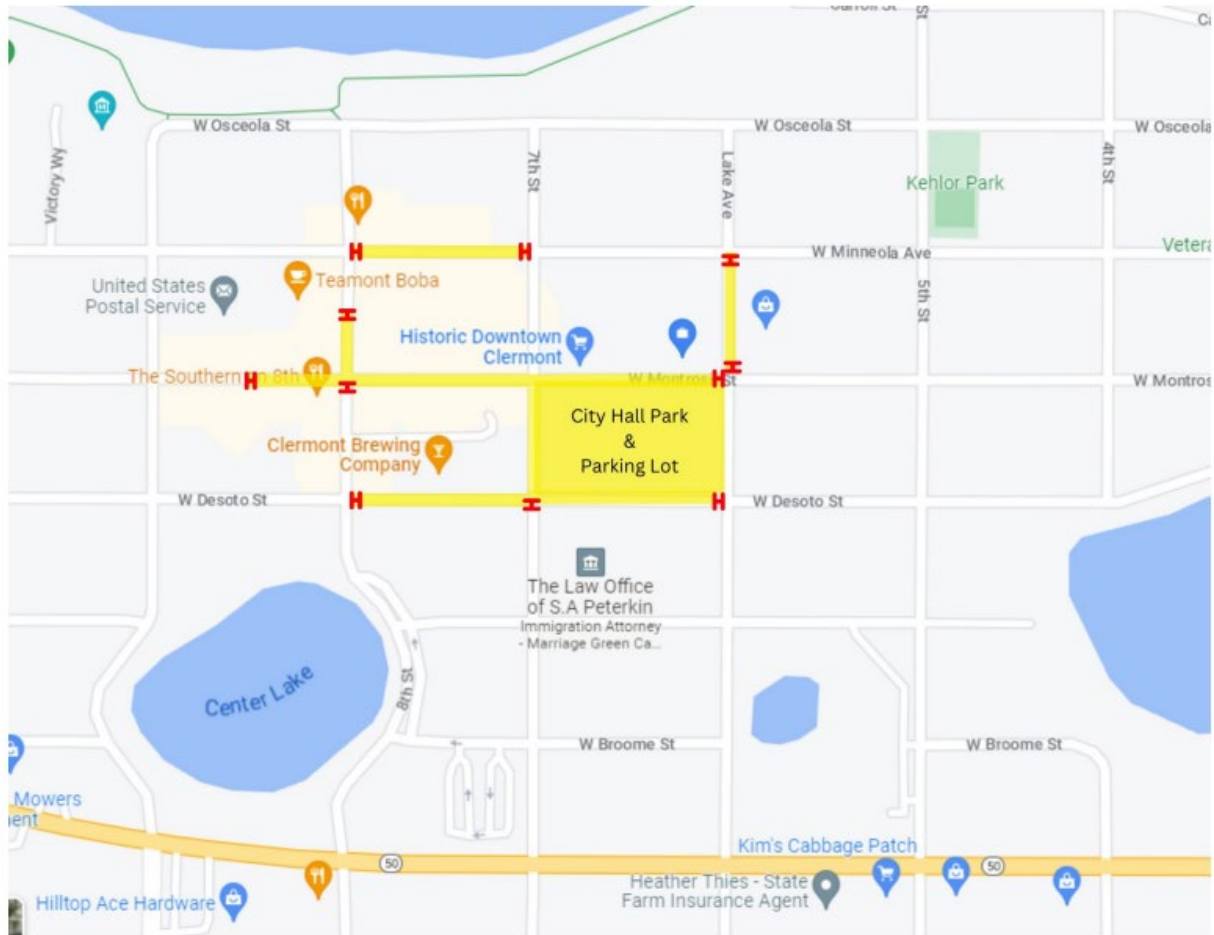
- Montrose Street between Lake Avenue and 8th Street to the old Police Station
- 8th Street between Montrose Street and Minneola Avenue
- Minneola Avenue between 7th Street and 8th Street
- Lake Avenue between Minneola Avenue and Montrose street
- 7th Street between Montrose Street and Desoto Street
- DeSoto Street between 7th Street and 8th Street
- City Hall Park and Parking Lot

Date	Event	Event Time	Road Closure Time
October 28, 2023	Harvest Fest	12pm – 10pm	9am – 12am

For any questions or for more information, contact Jenn Dougherty at director@clermontdowntown.com or 352-989-0835. You may also contact us if your business or club would like to be a sponsor or otherwise be involved. We ask that you take this information into consideration when planning your weekends. For more information on Harvest Fest, visit www.downtownclermont.com

Thank you for your patience and understanding and please know that Clermont Main Street is working diligently to present the best and safest events possible.

Roads Impacted



*The Red markers indicate traffic barricades

*The Red markers indicate traffic barricades



May 9, 2023

Dear Resident / Business Owner:

As required by the City of Clermont Special Event Policy, we are providing you with this Notice of the following proposed events that may impact you. These events will be heard by the City Council for approval at an upcoming City Council meeting. Please monitor the City's webpage at www.clermontfl.gov for notice on when the exact date the item will be heard.

On the following dates your neighbors at Clermont Main Street are bringing Candy Cane Lane to Downtown Clermont. The new Candy Cane Lane map is located on the back of this letter.

You are receiving this letter because your home or business is on the Candy Cane Lane route. Below is some key information about the events and what to expect.

Restricted Parking Times & Road Closures

Start: November 11, 2023 at 7am

Finish and Reopen: November 11, 2023 by 11pm

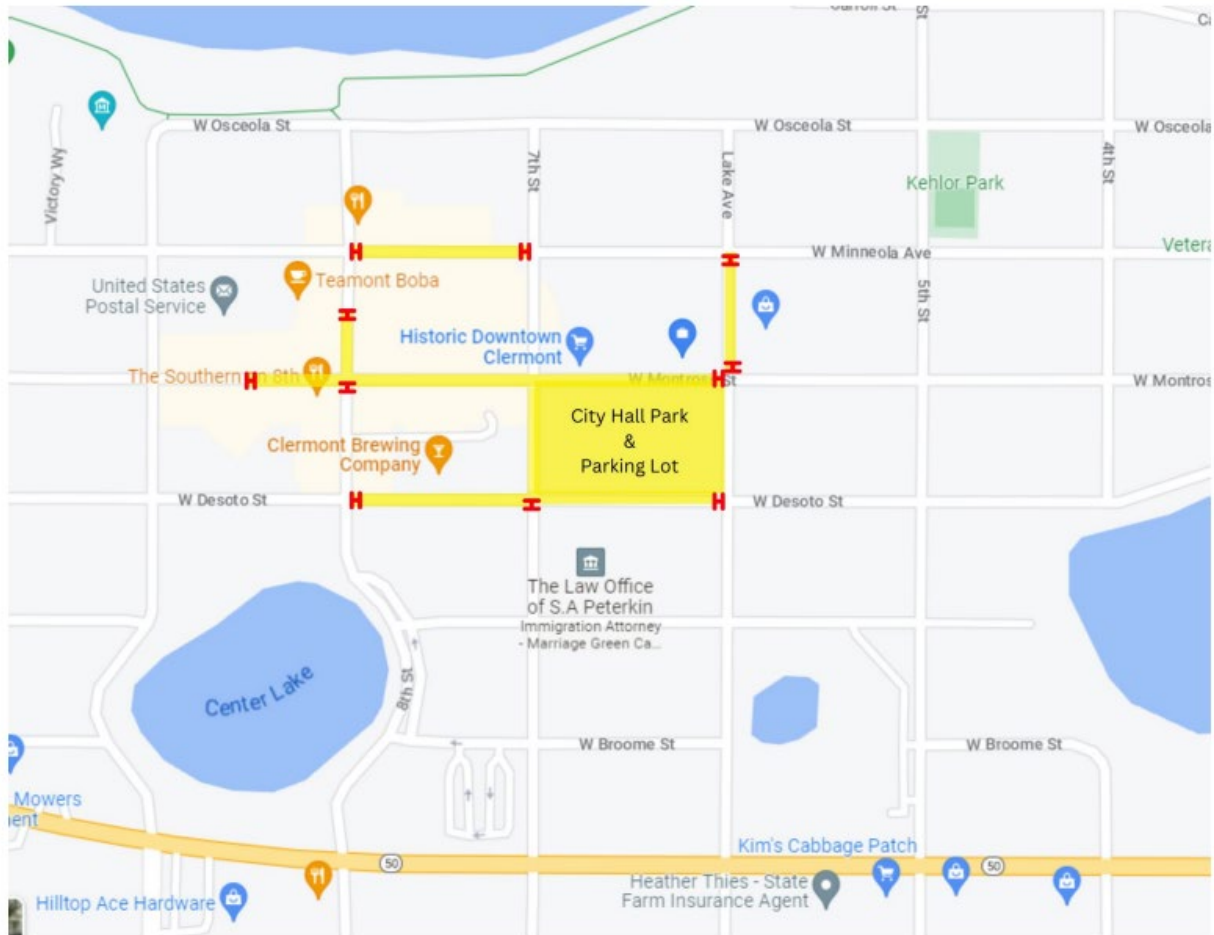
- Montrose Street between Lake Avenue and 8th Street to the old Police Station
- 8th Street between Montrose Street and Minneola Avenue
- Minneola Avenue between 7th Street and 8th Street
- Lake Avenue between Minneola Avenue and Montrose street
- 7th Street between Montrose Street and Desoto Street
- DeSoto Street between 7th Street and 8th Street
- City Hall Park and Parking Lot

Date	Event	Event Time	Road Closure Time
November 11, 2023	Candy Cane Lane	10am – 9pm	7am – 11pm

For any questions or for more information, contact Jenn Dougherty at director@clermontdowntown.com or 352-989-0835. You may also contact us if your business or club would like to be a sponsor or otherwise be involved. We ask that you take this information into consideration when planning your weekends. For more information on Candy Cane Lane, visit www.downtownclermont.com

Thank you for your patience and understanding and please know that Clermont Main Street is working diligently to present the best and safest events possible.

Roads Impacted



*The Red markers indicate traffic barricades

*The Red markers indicate traffic barricades

Clermont Farmers Market

Vendor Application

*****ALL FIELDS MUST BE COMPLETED*****
VENDORS MUST BE 18 YEARS OF AGE TO APPLY

Vendor's name _____

Business name (if applicable) _____

Address _____

City _____ State _____ Zip code _____

Phone _____ Cell: _____

Email _____

Prior to submitting an application for review, please read the entire vendor application packet and then decide if your product might qualify and if you can meet and adhere to the rules of the market. If you have never visited the market before, please do so before submitting an application. All approved vendors must obtain a "Business License" from the City in which their business is located. If the vendor does not reside within a City, vendor must obtain a Business License from the County. Food vendors must be properly licensed with the State of Florida Department of Agriculture (regulates mobile vendors selling pre-packaged food) and/or Department of Business & Professional Regulation – Hotel & Restaurant Division (regulates mobile vendors that prepare and serve food on site). If you are operating under Cottage Law, you must meet all Cottage Law Requirements. You must submit Business License along with application and photos.

The primary theme of the market is related to produce, plants, and specialty foods. Other products that are accepted are intended to supplement the core theme while adding color and variety to the marketplace. The Clermont Farmers Market is NOT a flea market or craft fair. Submitting an application in no way guarantees acceptance as a vendor at the Clermont Farmers Market. The review committee will determine if a product meets the needs of the market.

Please list and describe in DETAIL ALL proposed items for sale. You MUST include 3-5 photos of your products and your display set up. Only the products on this application listed below are approved. To add a product, you will need written approval. E-mail to clermontfarmersmarket@yahoo.com. Please allow **7-10 business days** for review of your product. Please note that the application process will not begin until we receive a fully completed application and pictures that display your product. **If you are applying to perform as live music or entertainment, please note that we are currently under contract with our musicians and do not have availability for additional music, entertainment or promotion of an entertainment event.**

ITEM NAME	DETAILED ITEM DESCRIPTION
**If additional space is needed please use other side of this sheet.	

By signing below, the above Vendor acknowledges that application submission and approval by RTP Productions Corp. (RTP), the Market Director, **DOES NOT reserve market space or guarantee market space availability.** Once application is submitted, a review and approval will be made solely by and at the discretion of the Market Director. The Market Director may deny any vendor that does not meet the needs of the market and market product quality standards and this is observed on a case by case basis. Market space is limited by product category. The Market Director is able to cancel or modify this agreement at any time. Vendor acknowledges that such Policies and Procedures may be amended from time to time in writing in a timely manner by the Market Director and agrees to abide by the terms of any such amendments. If Vendor continues to vend at the Market following the adoption of such amended Policies and Procedures, then the Vendor acknowledges that violation of such amended Policies and Procedures may result in loss of Clermont Farmers Market vending privileges.

Hold Harmless/Indemnification/Copyright Agreement

Vendor shall indemnify and hold harmless RTP, The City of Clermont, The Clermont Main Street, its Board of Directors, Ground Lessor, employees and Market Manager, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney’s fees for trial and on appeal, of any kind or nature arising out of or in any way connected with this Contract or Vendor’s use of the space(s), sale of goods or conduct of business by Vendor, its agents, servants, employees, customers, patrons or invitees or any act or omission of Vendor, its agents, servants, employees, customers, patrons or invitees.

Vendor is responsible for all monies collected from the sale of Vendor’s goods plus collecting and reporting of sales tax. RTP Corp., the Clermont Main Street and the Market Manager are in no way responsible for any vendor sales tax, lost or stolen monies or items.

Vendor assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devised, processes, or dramatic rights used on or incorporated in the conduct of any Vendor at or related to its operations at the Market; and Vendor agrees to indemnify and hold harmless RTP Corp.,The City of Clermont, the Clermont Main Street, its Board of Directors, Ground Lessor, employees and Market Manager from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Vendor in connection with this Agreement and will defend RTP Corp., the Clermont Main Street, its Board of Directors, Ground Lessor, employees and Market Manager from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Lake County, Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this Agreement shall be Lake County, Florida.

Signature below indicates that Vendor has carefully read and understands all of the above terms and requirements and the **attached as Exhibit “A”, Clermont Farmers Market Policies and Procedures**, and incorporated herein by reference, and that any violation of such may result in loss of Clermont Farmers Market vending privileges.

Vendor Signature_____

Print name _____ Date_____

If approved, a 2023 application fee of **\$15** is due on first day of market and to be included with your rental fee. Booth space is 10’ x 10’. Cost is **\$35** per booth, payable on the day of the market. Hot food booths cost **\$50** per market day. Please make checks payable to Clermont Main Street. **A \$30 fee WILL be imposed for returned checks and the vendor privilege of this form of payment will be discontinued.** Credit cards are not accepted.

Effective: April 2023-December 2023

Exhibit "A"

Clermont Farmers Market Policies and Procedures

*****Initials in the spaces provided in the following sections indicates that the Vendor has carefully read and understands each section*****

PART I

GENERAL MARKET PARAMETERS

- _____ The Market Director is responsible for the recruitment of Vendors, distribution and explanation of Market policies and procedures, approval of merchandise to be sold, assignment of spaces and execution of Vendor agreements. The Market Manager is responsible for the day-to-day operations of the Market and shall be Vendor's point of contact for questions and issues that arise during the Market. **The Market Manager may move any vendor booth at any time for any reason.** The Market Director reserves the right to determine whether proposed merchandise meets the Market objectives and criteria for participation. **No Vendor is permitted to add new items for sale unless the Market Director approves it first. Request MUST be made in writing by email to clermontfarmersmarket@yahoo.com along with photos of the requested items. Approval must be granted by Market Director before Vendor may begin selling additional item.**
- _____ Any approved vendor MUST notify the Market Manager **PRIOR** to any change of ownership in his/her business. A new Application and Vendor Agreement must be submitted and approved by RTP. **There is no guarantee that the new owner will be in the same location as the previous owner.**
- _____ The Market will be open to the public from **9:00 a.m. to 2:00 p.m.** each Sunday. The Market will be closed on New Year's Day and/or Christmas Day when they fall on a Sunday. The Market Manager or Market Director maintains the right to close the Market any Sunday for any reason.
- _____ Product categories permitted to be sold at the Market are limited to plants and other garden related items, baked goods, produce, dry goods, seasonal items, art, jewelry and handmade items with qualifying criteria in each category. The Market encourages participation by local farmers, growers, artists, etc. and we request that all vendors use local products when available.
- _____ The sale of flea market resale type items is not permitted.
- _____ All items for sale must be approved by the Market Manager and the Market Director, prior to Vendor's use of a space at the Farmers Market. When adding any additional items to a booth for sale the Market Manager and the Market Director must approve such items in advance. A request must be made in writing by email to clermontfarmersmarket@yahoo.com. Vendor is given a non-exclusive right to sell such items and in no way does the Market Director's approval constitute granting of an exclusive right to sell such items.
- _____ The Market Manager may increase or decrease the size of the Market in its sole discretion for reasons including but not limited to staffing, traffic issues, set-up/loading issues, and clean-up costs.
- _____ The size of rental spaces available are 10' X 10' or 10' X 5'. The rental fee for both spaces is **\$35** per market day, tax included. Hot food vendors are required to pay **\$50.00** per market day, tax included. The Market Manager determines where each Vendor is placed within the Market and may limit the number of spaces to be used by any one Vendor. **No Vendor space is permanent and may be moved or removed at any time by Market Manager.**
- _____ **Because of safety concerns, vendor's children under the age of 14 are not permitted in the booth at any time.**
- _____ **THERE IS ABSOLUTELY NO SMOKING BY VENDORS OR THEIR EMPLOYEES INSIDE THE MARKET AREA.** (This includes vapor cigarettes) Any vendor caught will receive an expulsion from the market and permanent loss of vending privileges.
- _____ **No illegal substances shall be consumed, kept, brought, or sold within the market area.**

- _____ There shall be a probationary period of thirty (30) calendar days from the start of the vendors first market day. At any time during such probationary period, Market Manager may terminate vendor contract for any reason; i.e. market behavior, booth presentation, or violation of any market rules.

SET-UP AND BREAK-DOWN/MARKET OPERATIONS

- _____ Setup is NOT permitted until all current fees and other monies owed, if any, have been paid to the Market Manager
- _____ Vendors will have from 7:00 a.m. until 8:30 a.m. each Sunday to load in their booth set up. No Vendor may enter the Farmers Market area to set up prior to 6:00 a.m. unless RTP has approved such early entry to the Market.
_____ Any vehicle that has not arrived in the load-in area by 8:30 a.m. will not be permitted to load into the Market that day.
- _____ Vendors product and booth set up must fit into one (1) Vehicle per 10X10 booth space. Market location cannot accommodate trailers.
- _____ Vendors must unload their vehicle as quickly as possible. **DO NOT BEGIN TO SET UP.** Have the staff escort your vehicle out of the market area.
- _____ All booths must be completely set up to sell at 9:00 a.m. and stay open with complete set up until 2:00 p.m. Any vendor breaking down and leaving prior to 2:00pm without permission from the Market Manager will result in loss of vending privileges at the Market. Promptly at 2:00 pm Vendors must tear down tables and tents and pack all supplies **before** getting their vehicle. Whenever the vehicle is in motion within the designated market area going either forwards or backward, an escort must be within 12 feet of the vehicle to clear the path of market patrons, pets and other Vendors. When in designated market area Vendors should drive no faster than walking speed, about 3 miles per hour.

PART II

- _____ All Vendors must bring heavy duty trash bags to bag their garbage and all hot food vendors are required to provide a waste receptacle outside of their booth, securing bags properly at the end of the day and disposing of trash using an appropriate method that follows city, county and state health code for waste disposal. If a method is not readily available, the Vendor **MUST** contact the Market Manager. Trash or residue from the vendors product may not be placed in any storm drain, landscape bed, or on pavers.
- _____ Vendors are responsible for all set up materials including, but not limited to, tables, tents, umbrellas, chairs, signage and tablecloths. The Clermont Farmers Market does NOT require a tent, but **all tables must be covered by a cloth to the ground, so no table legs show in front or the side of any tables.** Any tents used must comply with Lake County Code provisions regarding tent usage.
- _____ Signage must be artfully made and must fit the theme of the market; NO vinyl signs will be permitted. All signage must be properly displayed with Vendor's business name by either an easel, A-frame, or hung securely on tent structure. No more than one sign identifying your business permitted on your booth. **No signs shall be on the ground (except A-frame signs) or leaning against tent structure or disrupting foot traffic or pathways.** Hand written signs are only permitted on a dry eraser board or chalkboard. Forms of Payment (MC/V/Square/EBT) may be no larger than an 8 ½ X 11 and must be displayed on your table, inside your booth. Market Manager has the right to ask Vendor to change signage at any time to meet these requirements.
- _____ All tent awnings must be above 7 feet to prevent any patron from running into them.
- _____ Vendors shall maintain their booths in a neat, organized manner, free from clutter. Neat and organized booths enhance the entire market. **Market Manager has the right ask Vendor to clean up booth area at any time.**

- _____ All Vendors (including tented booths) are required to have a plastic drop cloth or tarp for possible sudden rain. **Weights (30 lbs. per tent leg) to hold them down are also mandatory.** At no times are any stakes to be used to secure tents.
- _____ Vendors must be respectful of others. Radios and other noise-making devices should not disturb other vendors or patrons.
- _____ Vendors are not permitted to keep and/or bring any pets with them during the course of the market.
- _____ Only battery-operated fans or heaters may be used by Vendors. Quiet generator use is permitted for booth operation at less than 60 dBA, so long as in compliance with any relevant City Code provisions. A fully inspected and properly maintained fire extinguisher must be kept in the booth at all times if a generator is being used. The generator must be protected and free from touch by any person attending the Market, as well as free from contact with grass, wood chips, or any flammable or combustible material.
- _____ All Vendors must have a back wall, and also 2 side walls. If you have any questions or need further explanation, please contact Dana Brown at 321-202-5855.
- _____ Vendor is responsible to make sure that all persons working with or for them understand and adheres to ALL market policies and procedures!

LICENSES AND HEALTH CODES

- _____ All vendors need to secure a **“Business License”** from the **City** in which your business is located, or if a home business, where they reside. If vendor does not reside in a City, vendor must obtain a Business License from the County and State licenses when required for their type of goods or food products. **Licenses must be kept in your booth at all times.** Market manager may ask to see licenses at any time.
- _____ Food vendors must be properly licensed with the State of Florida Department of Agriculture (regulates mobile vendors selling pre-packaged food) and/or Department of Business & Professional Regulation – Hotel & Restaurant Division (regulates mobile vendors that prepare and serve food on site).
- _____ Food booths must have hand wash sinks if food is being prepared, hair tied back and wear plastic gloves when serving food.
- _____ Vendors that serve any food products/food samples that are not prepackaged must comply with state laws and regulations related to food service.
- _____ Collection of sales tax, when required by the State, is the responsibility of the Vendor.
- _____ All prepared foods shall provide documentation of a certified kitchen (unless product falls under the provisions of the Cottage Food Law) and any other food safety requirements to include the Florida Department of Agriculture and Consumer Sciences and the United States Department of Agriculture or other appropriate authority.
- _____ Vendors must maintain a professional appearance while working at the Market, including having clean hair, fingernails and clothing during all periods of work at the Market. Vendors and their employees or representatives must wear appropriate footwear at all times.
- _____ Hair nets, head bands, beard nets, caps or other effective hair restraints must be worn by all persons engaged in the preparation and service of food in order to keep hair from food and food-contact surfaces.
- _____ **All persons working in food booths, MUST wear shirts with sleeves. NO SLEEVELESS SHIRTS.**
- _____ Any hot food vendor **MUST** always have a fire extinguisher in their booth. Cooking area must be protected and free from touch by any person attending the Market, as well as free from contact with grass, wood chips, or any flammable or combustible material.
- _____ Hot Food vendors must cover the ground using a tarp
- _____ No pets or other animals shall be permitted in Vendors’ booth.

PART III

PHOTOGRAPHS/VIDEO/LOGOS

- _____ By Vendor's operation at the Market, Vendor consents to the Clermont Farmers Market's right to photograph or video any Vendor or Vendor booth for the use of advertising or promotion of the Market. All images will become the property of RTP, Inc.
- _____ The Clermont Farmers Market logos and images are the property of RTP, Inc. and may not be used for any purpose without the written consent of RTP.

ENFORCEMENT OF RULES

- _____ Vendors, as a condition of approval, shall accept responsibility for the conduct and actions of themselves and all persons working on their behalf at the Farmers Market including, but not limited to, their employees, agents, family and volunteers.
- _____ Violation of any general public safety rules or Market policy listed in this Agreement by Vendor or Vendor's staff or exhibition of improper behavior may result in termination of space rental. Vendors shall generally be given a written warning as a courtesy from the Market Manager of any such violation but is not required prior to termination. The Market Director and/or Market Manager may remove the Vendor if such violation(s) occur without warning.
- _____ Vendors shall conduct themselves in a courteous and professional manner with other Vendors, Market personnel and Market patrons. Failure to do so is cause for immediate removal from the Market. Under NO circumstance may any vendor approach another vendor to discuss vendor activities, operational or product issues. ALL concerns or complaints must be made to Market Manager in writing.
- _____ Verbal and non-verbal communications of vendors, employees, agents, family, or volunteers shall be respectful and courteous at all times. All profane, abusive, discourteous and boisterous language and/or conduct within the Farmers Market area shall be prohibited. The use of discourteous harassing, intimidating, threatening, insulting or abusive language, gestures, etc. either in person or by electronic/digital media shall be prohibited and is grounds for dismissal. All issues shall be addressed directly with the Market Manager in a timely manner in person or in writing.

PART IV

INCLEMENT WEATHER

The Market Director and Market Manager's prime concern is safety during bad weather conditions, such as wind, rain, and lightening. The following policies will be enforced each week. It is understood that the prime concern for the Vendor is the preservation of merchandise, thus the following policies have been established.

The Market Manager will use his/her best judgment based on visual conditions, media weather radar, and other managers in surrounding areas to assess whether the Market shall remain open. The following policies apply to all vendors during inclement weather:

- _____ Lightening observed within a 5-mile radius of the Market calls for automatic shutdown of the Market.
- _____ It is recommended that The Vendor devise a "Quick Break-Down Plan" to maximize the speed and protection of merchandise when poor weather occurs.
- _____ The Vendor shall NOT break-down or independently end its market day without the consent of the Market Manager. It is correct market procedure to follow through to the completion of the market day.
- _____ The Vendor is required to **have and use each market day, 4 tent weights, one for each tent leg. Each weight should be no less than 30lbs.**
- _____ The Vendor is required to have available a large tarp or tarps located in their booth at all times during the market day. It is recommended to have sufficient covering for your merchandise to cover during sporadic weather or sudden weather changes or during "Quick Break-Down."

- _____ The Vendor is permitted at any time to protect merchandise by covering with a tarp or using tent sides during sudden weather changes.
- _____ During windy or gusty weather, the Vendor must lower their tent by 2-3 ft in order to stabilize the structure, temporarily or during "Quick Break-Down."
- _____ Umbrellas should be upright and tied down or anchored and secured appropriately with proper weight base.
- _____ When the market is canceled, you can **NOT** show up at the market on your own.

AGENDA ITEM

Meeting Date		
Tuesday, June 13, 2023		
Agenda Item Name		
Variance Request 274 Crystal Lake Drive		
Requested Action		
Recommend denial of the variance request		
Staff Report		
<i>This agenda item was continued from the April 11th and May 23rd City Council meeting at the request of the applicant. The applicant has provided two options for additional parking that have been included within the packet. The property owner, Michael R. Gomez, is requesting a variance to the Land Development Code (LDC), Section 122-146, for property located at 274 Crystal Lake Drive. The variance request is to allow for a front yard setback of 15 feet instead of 25 feet as required by the Land Development Code. The property is zoned R-2, Medium Density Residential. The property is developed with a single family home that was constructed in 1951. The owner would like to convert the home into a two-family home, which is permitted under the R-2 zoning district. The property fronts Crystal Lake Drive and the existing home, based upon a recent site plan, is located 15 feet from the right of way line. The owner would like to add a small addition, approximately 117 square feet, on the southwest corner of the home to make it symmetrical and add more square footage for the second unit. The addition would be built out to the existing front building line that is 15 feet from Crystal Lake Drive right-of-way (ROW) line. The distance between the edge of the asphalt and the right-of-way line is 27 feet and then the 15 feet setback would start. This would provide 42 feet from the edge of pavement. The right-of-way width for Crystal Lake Drive at this area appears to be 75 feet.</i>		
 		
Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on one of the five criteria. Therefore, staff recommends denial of the variance request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Photos Updated	Photos Updated.pdf
2. Lot Layout	Lot Layout.pdf
3. A0_1 - Site Plan - 274 Crystal Lake-1	A0_1 - Site Plan - 274 Crystal Lake-1.pdf
4. 274 Crystal Lake_Parking 1-A0.1 - Site Plan	274 Crystal Lake_Parking 1-A0.1 - Site Plan.pdf
5. 274 Crystal Lake_Parking 2-A0.1 - Site Plan	274 Crystal Lake_Parking 2-A0.1 - Site Plan.pdf
6. New 86-174 Review Criteria 274 Crystal Lake Dr	New 86-174 Review Criteria 274 Crystal Lake Dr.pdf
7. Application	Application.pdf
8. Property Record card	Property Record card.pdf
9. Legal ad	Legal ad.pdf

274 Crystal Lake Dr.



274 Crystal Lake Dr.



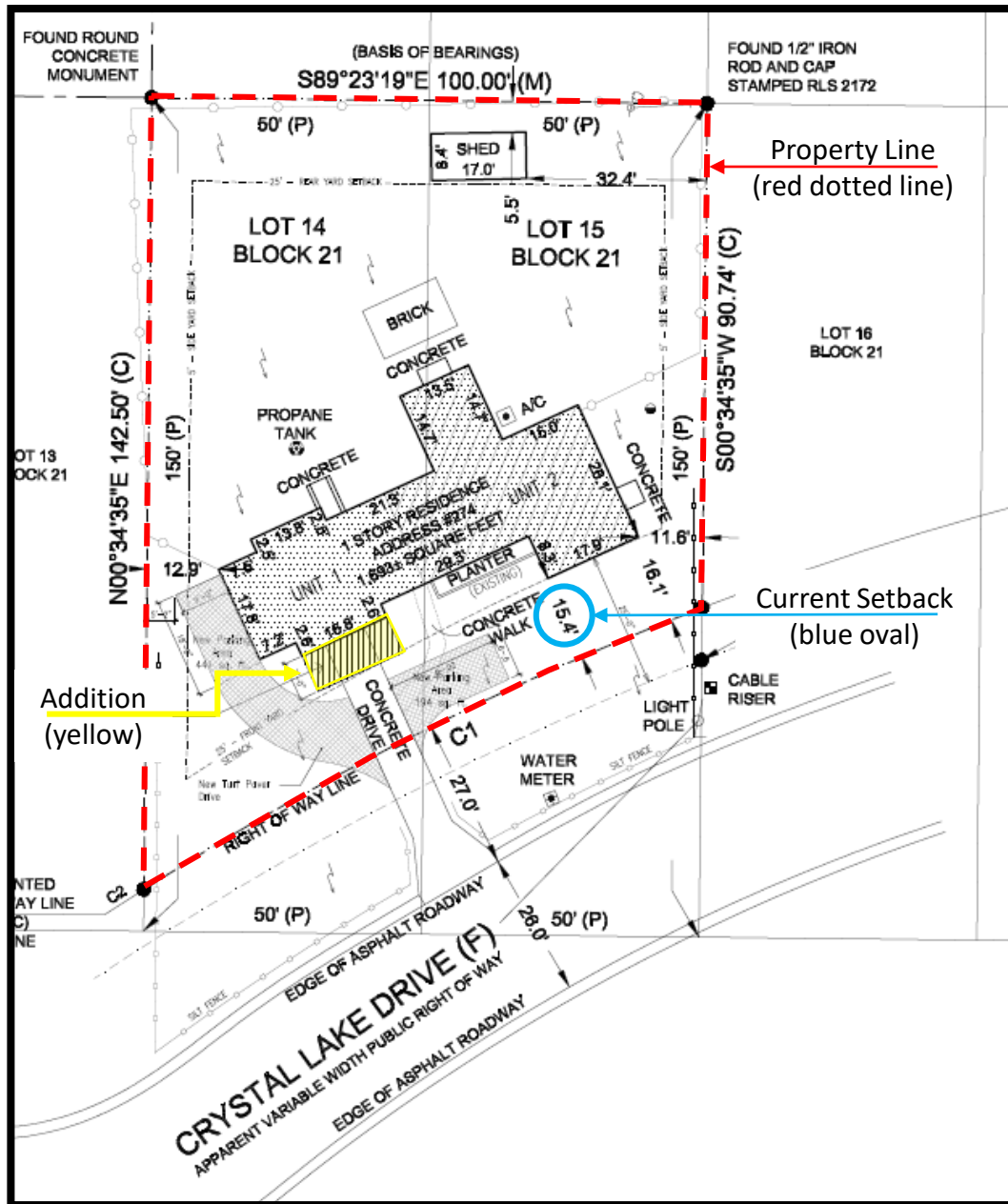
Right view

03 29 2023

274 Crystal Lake Dr.



274 Crystal Lake Dr.



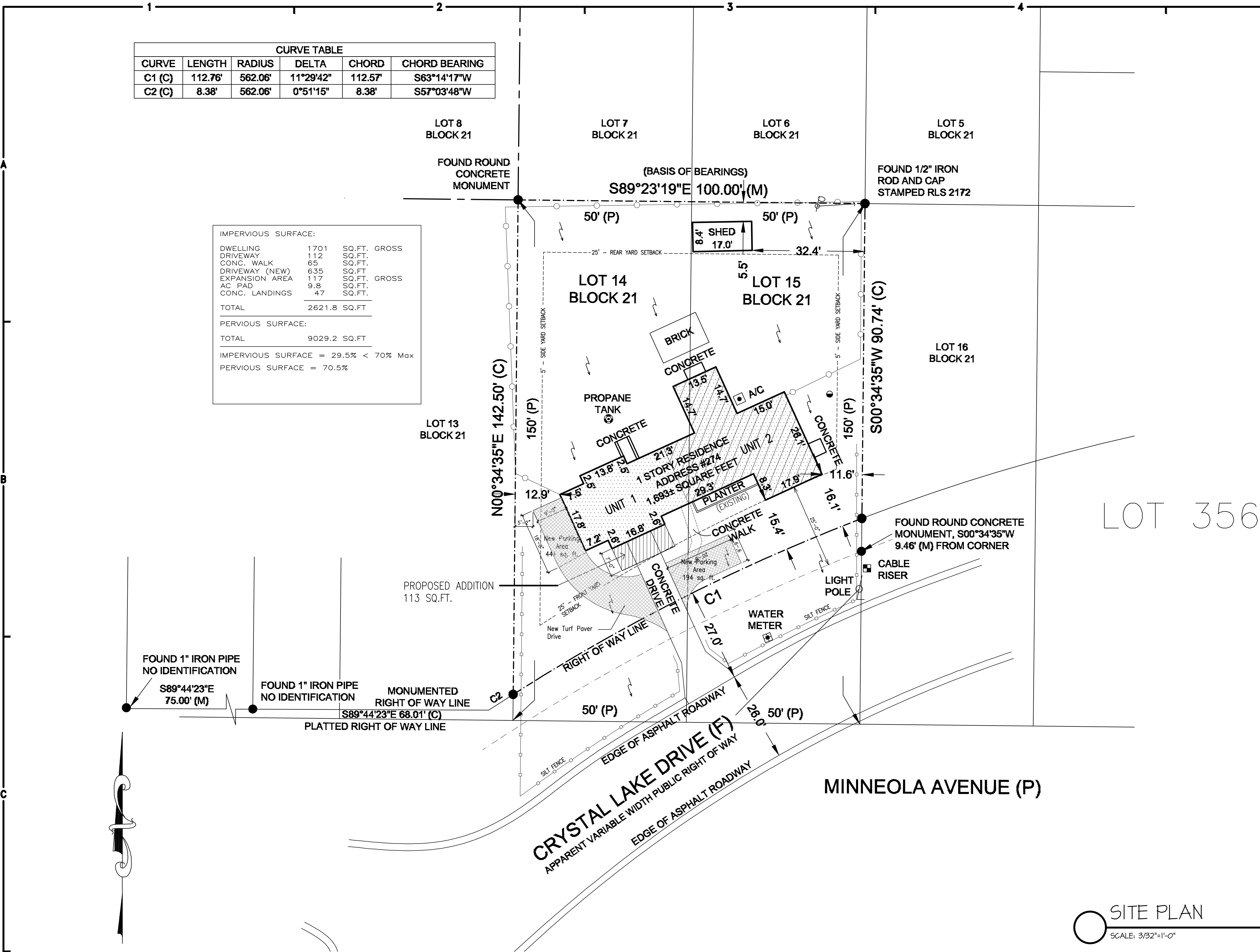
The applicant is requesting a variance for a front yard setback to construct an addition to an existing home. The current setback is 15.4 feet from the right-of-way line. The applicant is requesting to place the front plane of the addition in-line with the existing structure and maintain the 15.4 foot setback.

274 Crystal Lake Dr.



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1 (C)	112.76'	562.06'	11°29'42"	112.57'	S63°14'17"W
C2 (C)	8.38'	562.06'	0°51'15"	8.38'	S57°03'48"W

IMPERVIOUS SURFACE:	
DWELLING	1701 SQ.FT. GROSS
DRIVEWAY	112 SQ.FT.
CONC. WALK	65 SQ.FT.
DRIVEWAY (NEW)	635 SQ.FT.
EXPANSION AREA	117 SQ.FT. GROSS
AC PAD	9.8 SQ.FT.
CONC. LANDINGS	47 SQ.FT.
TOTAL	2621.8 SQ.FT.
PERVIOUS SURFACE:	
TOTAL	9029.2 SQ.FT.
IMPERVIOUS SURFACE = 29.5% < 70% Max	
PERVIOUS SURFACE = 70.5%	

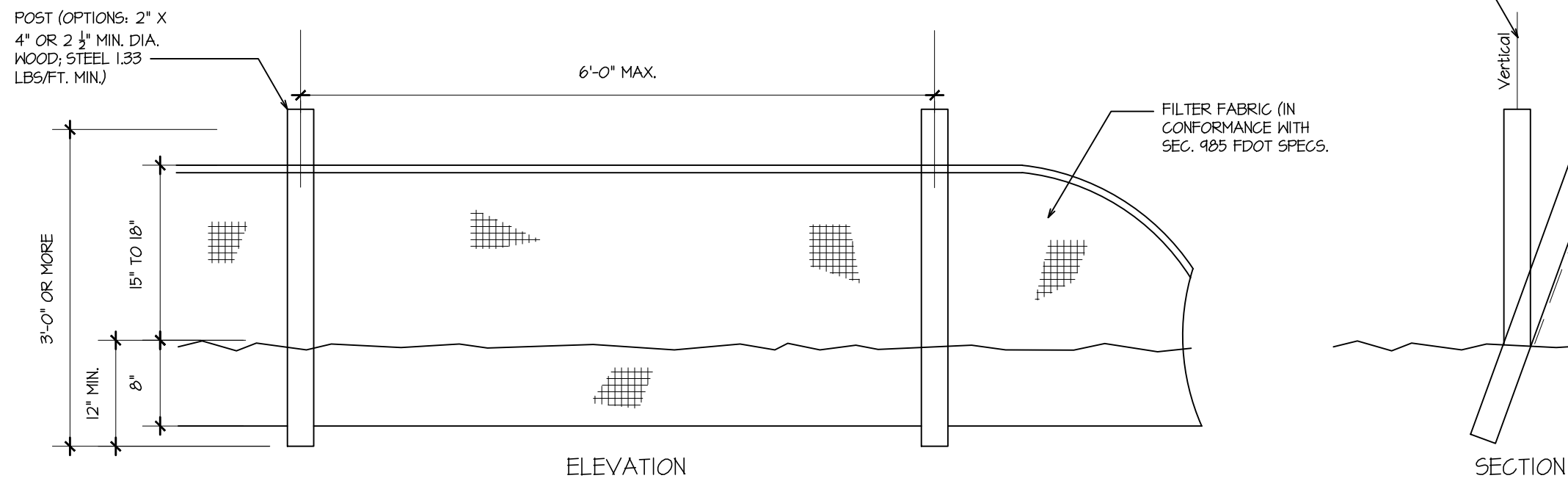


- NOTES:
1. This Site Plan is presented for informational purposes of building location only and shall not be viewed as a Survey, Landscape Site Plan, Irrigation Plan, Paving Plan, Grading Plan, Drainage Plan, or Utility / Civil Engineered Plan.
 2. All boundary, setback, easement, utility and permanent object information as shown was supplied to JON M. SHOEMAKER PSM 5144. Please refer to submitted Survey for all survey-related information.
 3. If a Landscape Site Plan, Irrigation Plan, Paving Plan, Grading Plan, Drainage Plan, or Utility / Civil Engineered Plan is required by the A.H.J., it shall be provided by others as a separate attachment to the permit plan set package submitted and shall be reviewed and approved by the Project Designer of Record prior to permit submission and installation.
 4. Trees and shrubs as depicted are existing and are the approximate location.
 5. Dimensions as shown are from building corners to their respective perpendicular locations along the boundary lines.
 6. Proposed fences and/or gates are not shown and shall be provided and submitted by others. Existing fences and/or gates are shown and the locations were provided by JON M. SHOEMAKER PSM 5144.

Legal Description:
LOT 14 AND 15, BLOCK 21, CITY OF CLERMONT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 17-23, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

FLOOD INFORMATION
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN ORANGE COUNTY.

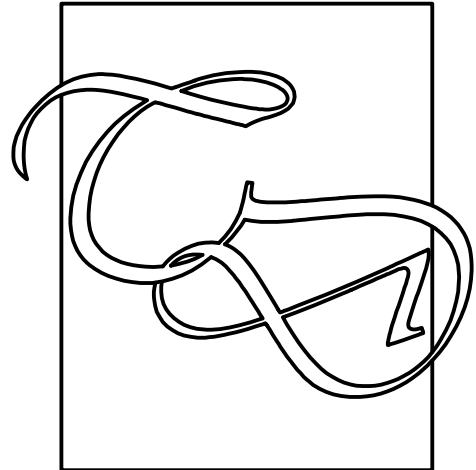
SITE PLAN
SCALE: 3/32"=1'-0"



Note: Silt Fence to be paid for under the contract unit price for Stacked Silt Fence (LF)

TYPE III SILT FENCE

LEGEND	
	PROPOSED DRAINAGE FLOW
	PROPOSED TEMPORARY SILT FENCE



TAYLOR DESIGN
CONSULTANTS

Great Commission Way
Orlando FL 32832
Ph: 845-893-1011
rtaylor@tdesign-ny.com

PROJECT:
**RENOVATIONS TO
RESIDENCE
274 CRYSTAL LAKE
CLERMONT FL 34711**
Structure Renovations

SEAL:

REVISIONS		
NO.	ISSUE	DATE

DRAWING TITLE:
**COVER SHEET/
SITE PLAN**

DATE: 3/11/22
PROJECT NO.: 01.DID.2018
DRAWN BY: T.D.C.
CHECKED BY:

DRAWING NO.: **AO.1**

PREVIOUS SURFACE:

LLING	1701	SQ.FT.	GROSS
'EWAY	112	SQ.FT.	
C. WALK	65	SQ.FT.	
'EWAY (NEW)	635	SQ.FT.	
ANSION AREA	117	SQ.FT.	GROSS
PAD	9.8	SQ.FT.	
C. LANDINGS	47	SQ.FT.	

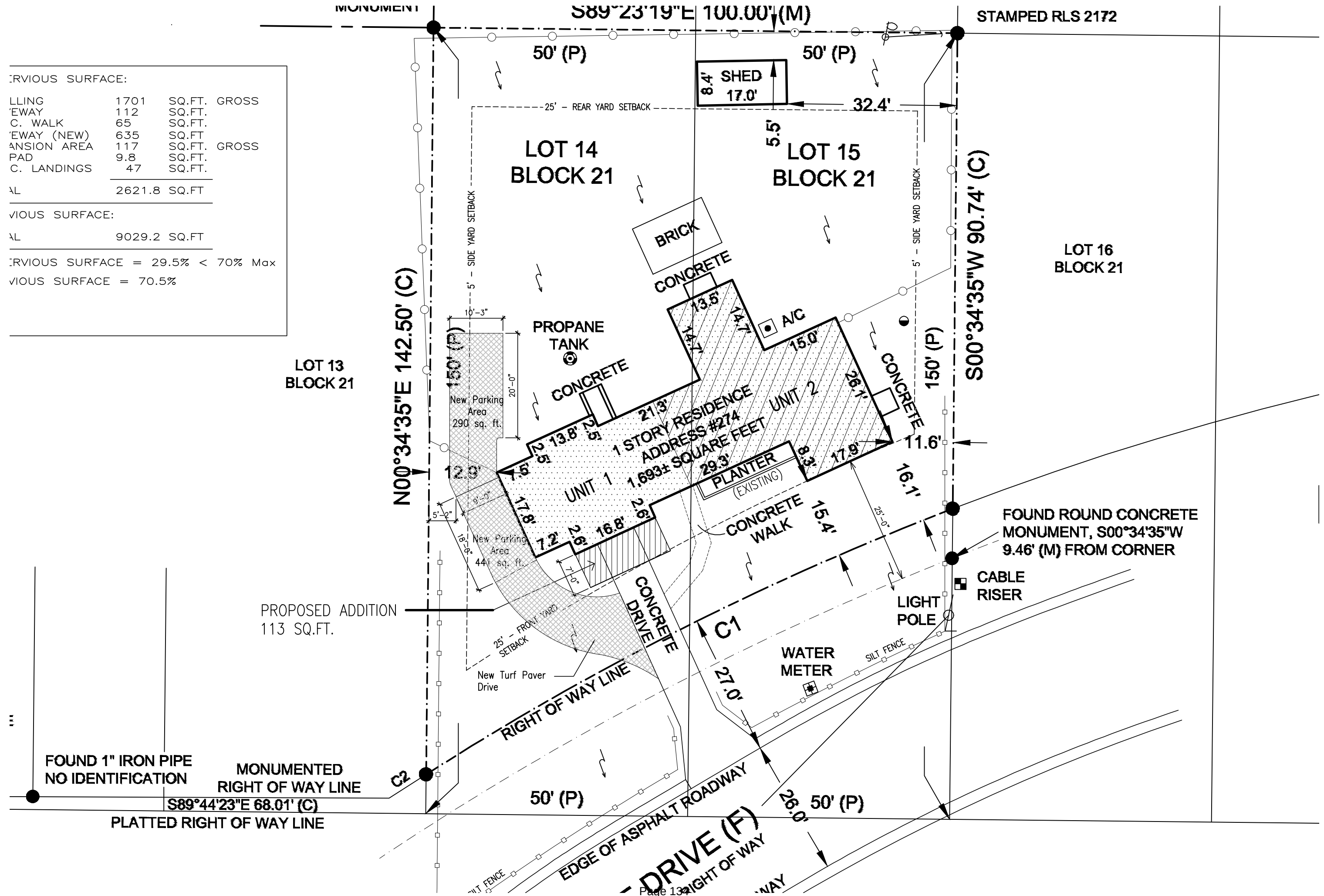
AL 2621.8 SQ.FT

VIOUS SURFACE:

AL 9029.2 SQ.FT

IRVIOUS SURFACE = 29.5% < 70% Max

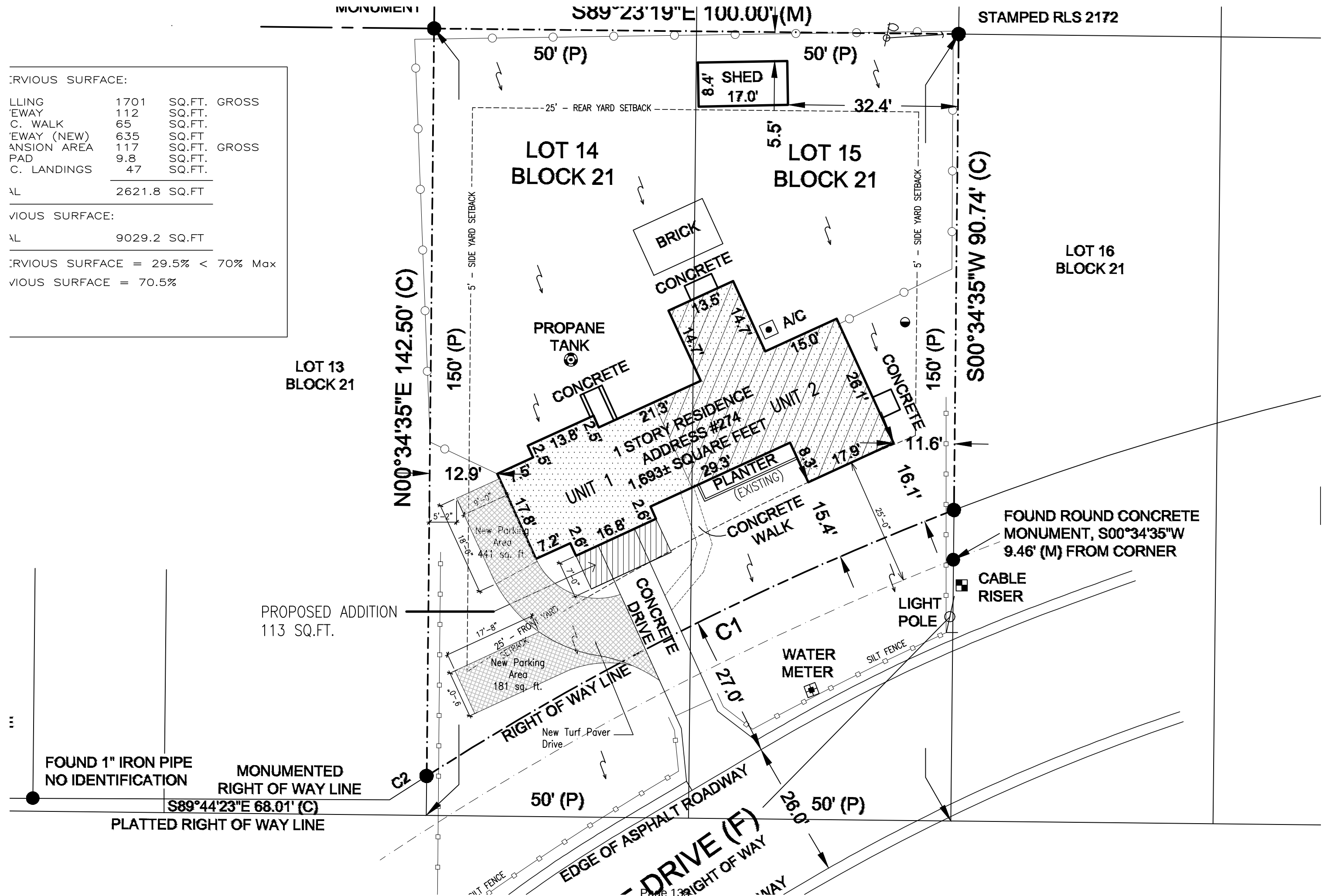
VIOUS SURFACE = 70.5%



IRVING SURFACE:

VIOUS SURFACE:

IRVIOUS SURFACE = 29.5% < 70% Max



274 Crystal Lake Drive -- Variance

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners of negatively impact the standard of living of the citizens of the city;
Applicant response: *This variance will have zero impact on any of our citizens of Clermont.*

Staff comments: *The variance request to allow the front-yard setback less than the minimum 25-foot required setback for the construction of the addition may negatively impact the adjacent property owner. However, the addition would not intrude more into the current front building setback line any more than the existing home.*

Negative finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: *My next door neighbor’s house is out further than mine. I will only stay within the footprint of the house as exists.*

Staff comments: *The variance request is not out of character with other properties in this zoning district in this area. This area consists of many older homes on a variety of lot configurations. The variance would allow the applicant reasonable use of the property.*

Positive finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: *No, we will remain within the footprint of the existing home.*

Staff comments: *The requested variance to the land development code will not further any legitimate city objective and granting the variance would outweigh the benefits over if it was denied.*

Positive finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;

Applicant response: *If the variance is approved, the alterations would not have any effects on property lines.*

Staff comments: *The variance request is consistent with the comprehensive plan goals, objectives and policies for single family residential.*

Positive finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: *We are asking to bump garage out 6 feet to mimic opposite side of the house, staying within the footprint.*

Staff comments: *The requested variance is the minimum allowed for reasonable use of the land to construct the addition. The addition would not intrude more into the existing front building setback line and would provide a symmetrical look to the front of the home. The home would still be approximately 42 feet from the edge of payment.*

Positive finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on all Review Criteria and Findings requirements for granting a variance. Staff has reviewed the application as presented and finds the application meets four of the five criteria on a positive finding. Therefore, staff recommends denial of the variance request to the Land Development Code.



CITY OF CLERMONT
VARIANCE
APPLICATION

DATE 03/03/23		FEE: \$ 300	
Project Name (if applicable) CRYSTAL LAKE DR			
Applicant MICHAEL R. GOMEZ			
Contact Person MICHAEL R. GOMEZ			
Address 274 Crystal Lake Dr		City CLERMONT	State FLA Zip 34711
Telephone 407 414-4483		Fax	
Email mrgomez22@YAHOO.COM			
OWNER INFORMATION ☐ (Check box if information is same as Applicant)			
Owner's Name MICHAEL R GOMEZ			
Owner Address 2520 Greenwood Dr		City KISSIMMEE	State FL Zip 34744
Telephone 407-414-4483		Email mrgomez22@YAHOO.COM	
PROPERTY INFORMATION			
Address of Subject Property 274 Crystal Lake Dr		City CLERMONT	State FL Zip 34711
General Location EAST Ave to OSCEOLA Ave To CRYSTAL LAKE DR			
Legal Description & Alternate Key (include copy of survey) CLERMONT LOTS 14, 15 BLK 21 PB 8 PG 17 ORB 6060 PG 2197			
Land Use (City verification required) Single Family			
Zoning (City verification required) R2 Medium Density Residential			



CITY OF CLERMONT VARIANCE APPLICATION

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief: The current 25 FT Setback at front of property falls inside of living room and doesn't allow for any improvements to front of property.
What are you proposing to do that would require a variance and why? Extending garage forward to match existing house and build deck inside of footprint of existing home
How does the Code create a hardship?

The following justifications must be completed for any variance requested:

Variance requested – subject and code section: AS the house sits now, it doesn't conform to current setback which does not allow for any new additions, decks ect...
Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

THIS VARIANCE WILL HAVE ZERO IMPACT ON ANY OF OUR CITIZENS OF CLERMONT

- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;

My next door neighbor's house is out further than mine. I will only stay within the footprint of house as exist.

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

NO!! we will remain within the footprint of existing home



CITY OF CLERMONT
VARIANCE
APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and

IF VARIANCE IS APPROVED, THE ALTERATIONS
WOULD NOT HAVE ANY EFFECTS ON PROPERTY LINES

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

WE ARE ASKING TO BUMP GARAGE OUT 6' FT TO
MIMIC OPPOSITE SIDE OF HOUSE.
STAYING WITHIN FOOTPRINT.

Michael R. Gomez
Applicant Name (print)

Michael R. Gomez
Owner Name (print)

x 
Applicant Name (signature)

x 
Owner Name (signature)

NOTICE

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542

PROPERTY RECORD CARD

General Information

Name:	GOMEZ MICHAEL R	Alternate Key:	1611709
Mailing Address:	2520 GREENWOOD DR KISSIMMEE, FL 34744 Update Mailing Address	Parcel Number:	24-22-25-0100-021-01400
		Millage Group and City:	000C Clermont
		2022 Total Certified Millage Rate:	17.4048
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	274 CRYSTAL LAKE DR CLERMONT FL, 34711	Property Name:	Submit Property Name
		School Information:	School Locator & Bus Stop Map School Boundary Maps
Property Description:	CLERMONT LOTS 14, 15, BLK 21 PB 8 PG 17 ORB 6060 PG 2197		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

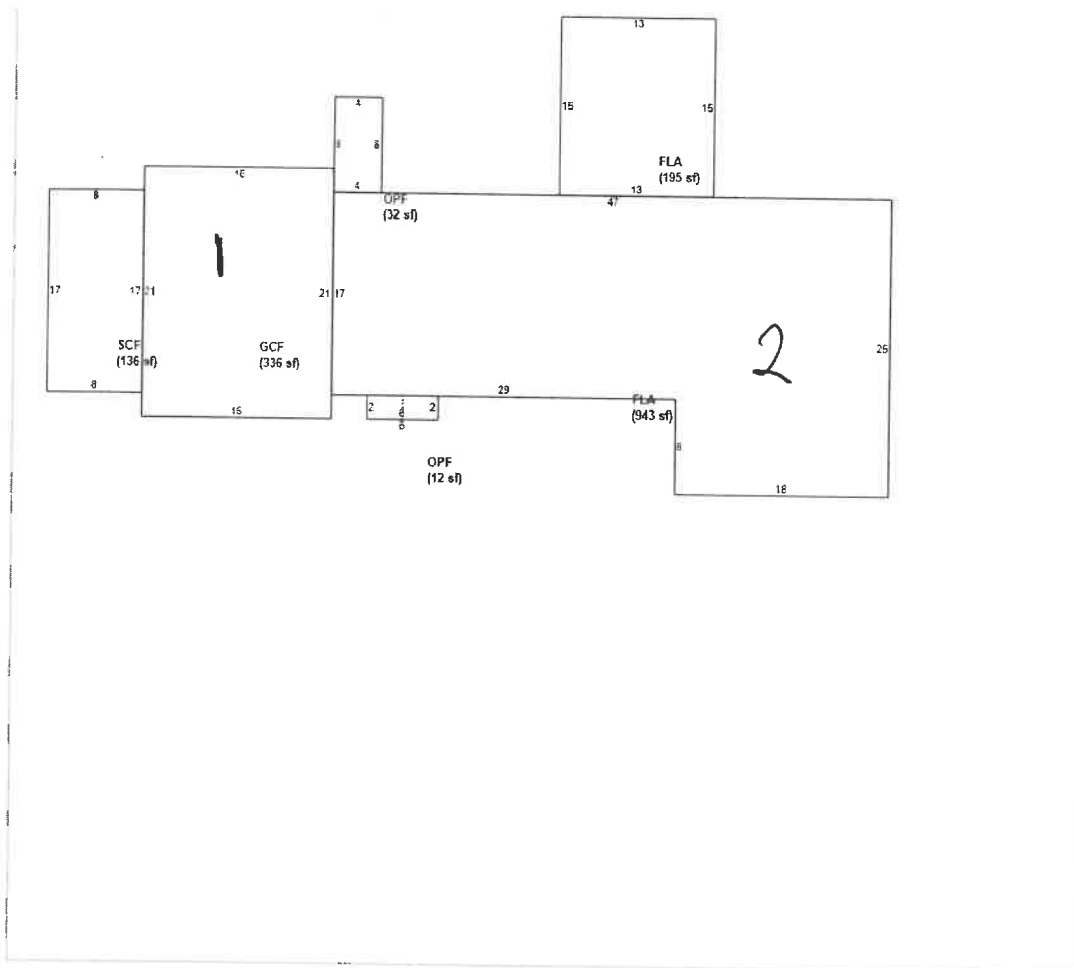
Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	SINGLE FAMILY (0100)	0	0		2.000	Lot	\$0.00		\$60,000.00

[Click here for Zoning Info](#) [FEMA Flood Map](#)

Residential Building(s)

Building 1

Residential	Building Value: \$123,370.00		
Summary			
Year Built: 1951	Total Living Area: 1138	Central A/C: Yes	Attached Garage: Yes
Bedrooms: 3	Full Bathrooms: 1	Half Bathrooms: 0	Fireplaces: 0
Incorrect Bedroom, Bath, or other information?			
Section(s)			
Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	Stucco/Brick (03)	1.00	1138
GARAGE FINISHED STONE (GCF)		1.00	336
OPEN PORCH FINISHED (OPF)		1.00	44
UTILITY STORAGE FINISHED STONE (SCF)		1.00	136
View Larger / Print / Save			



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	UTILITY BLDG FINISHED (UBF2)	128	SF	2017	\$792.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6059 / 2423	11/2022	Warranty Deed	Qualified	Improved	\$220,000.00
6060 / 2197	11/2022	Warranty Deed	Qualified	Improved	\$224,900.00
3865 / 1238	12/2009	Quit Claim Deed	Unqualified	Improved	\$100.00
3828 / 345	10/2009	Quit Claim Deed	Unqualified	Improved	\$100.00
1513 / 2072	04/1997	Misc Deed/Document	Unqualified	Improved	\$0.00
1218 / 1271	04/1993	Personal Rep Deed	Qualified	Improved	\$57,000.00
626 / 989	01/1977	Misc Deed/Document	Qualified	Improved	\$30,000.00

[Click here to search for mortgages, liens, and other legal documents.](#)

Values and Estimated Ad Valorem Taxes

Values shown below are 2023 WORKING VALUES that are subject to change until certified.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$184,162	\$184,162	\$184,162	5.0364	\$927.51

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	03/24/2023
Order Number:	8620802
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	41.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	04/04/2023 - 04/04/2023	Govt Public Notices
LEE dailycommercial.com	1	04/04/2023 - 04/04/2023	Govt Public Notices

Total Order Confirmation	\$74.78
---------------------------------	----------------

Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing on Tuesday, April 11, 2023 at 6:30 PM for the following variance: to allow for a front yard setback of 15 feet rather than 25 feet, as required by the Land Development Code, Section 122-146, at the following location:

LOCATION:

274 Crystal Lake Drive
(AK 1611709)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont FL.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
April 4, 2022

#8620802 4/4/2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

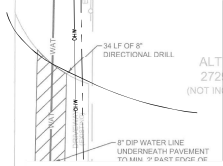
Meeting Date		
Tuesday, June 13, 2023		
Agenda Item Name		
Variance Request USA Roller Chain		
Requested Action		
Recommend denial of requested variance.		
Staff Report		
<i>This agenda item was tabled from the May 23rd City Council meeting. City staff and the applicant met onsite on May 25th to discuss the landscape plan and options. A revised landscape plan has been submitted and is part of the packet. The applicant has increased the number of canopy trees (2) and understory trees (12) onsite; however, it is still less than the minimum requirements of the Land Development Code. The Applicant, BG Southern Division LLC, is requesting a variance to the Land Development Codes, Chapter 118-Vegetation to allow for a reduction to the required landscape buffer tree requirements. The subject property is located at 16310 Grandville Avenue. The zoning is M-1 Industrial, with an Industrial Land Use. The City of Clermont annexed the property on April 26, 2022, with the intent of compliance with Clermont Land Development Regulations for any new or redevelopment efforts on the site. The applicant is proposing redevelopment of the site with a new building addition which requires the landscape buffers to comply with Clermont codes. Section 118-37, Landscape perimeter buffers must be planted with three (3) trees per 100 lineal feet, two of the trees must be canopy trees. The right of way buffer must be planted with three canopy trees and five understory trees per 100 lineal feet of frontage. Based on the conceptual plan submitted, the side yard buffers are approximately 441 lineal feet, which requires nine canopy and four understory trees. Any existing trees or plant materials located on the parcel and in good condition may be used and counted toward the landscaping requirements. The existing site conditions do not provide any dedicated landscape buffers adjacent to the right of way or perimeter landscape buffers between abutting properties as required by the land development regulations. The code allows certain circumstances and existing property conditions, such as landscape buffers under utility lines, may substitute the required canopy trees with understory trees, Section 118-37 (k). The code does not allow the reduction or elimination of required plant materials without a variance.</i> The Land Development Code, Chapter 118, requires a minimum perimeter landscape buffer width adjacent to any rights or way and between abutting properties. The buffers must be planted with plant materials that meet the minimum code specifications, which shall include the required number of canopy trees, understory trees and the ability to provide a continuous row of shrubs/hedges that will create an opaque screen. The intent of the buffer plant material requirements is to enhance the aesthetic appearance and to minimize any adverse visual effects of industrial type uses. The request to reduce the landscape plant material may have detrimental effects on adjacent properties and the community. Staff has reviewed the application and proposed project in regards to Section 101-246 of the Land Development Code, which requires a positive finding on all Review Criteria and Findings petition in order to grant a variance. Staff has reviewed the application as presented and finds the application does not meet a positive finding on all review criteria. Therefore, staff recommends denial of the requested variance to the Land Development Code.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. LOCATION MAP	LOCATION MAP.pdf
2. Revised Page 1 Landscape Plan	Revised Page 1 Landscape Plan.pdf
3. 2023-03-13 Landscape	2023-03-13 Landscape.pdf
4. Site Conditions-Pictures	Site Conditions-Pictures.pdf
5. New 86-174 Review Criteria-USA Rollerchains Variance	New 86-174 Review Criteria-USA Rollerchains Variance.pdf
6. Application	Application.pdf
7. Legal ad	Legal ad.pdf

LOCATION MAP

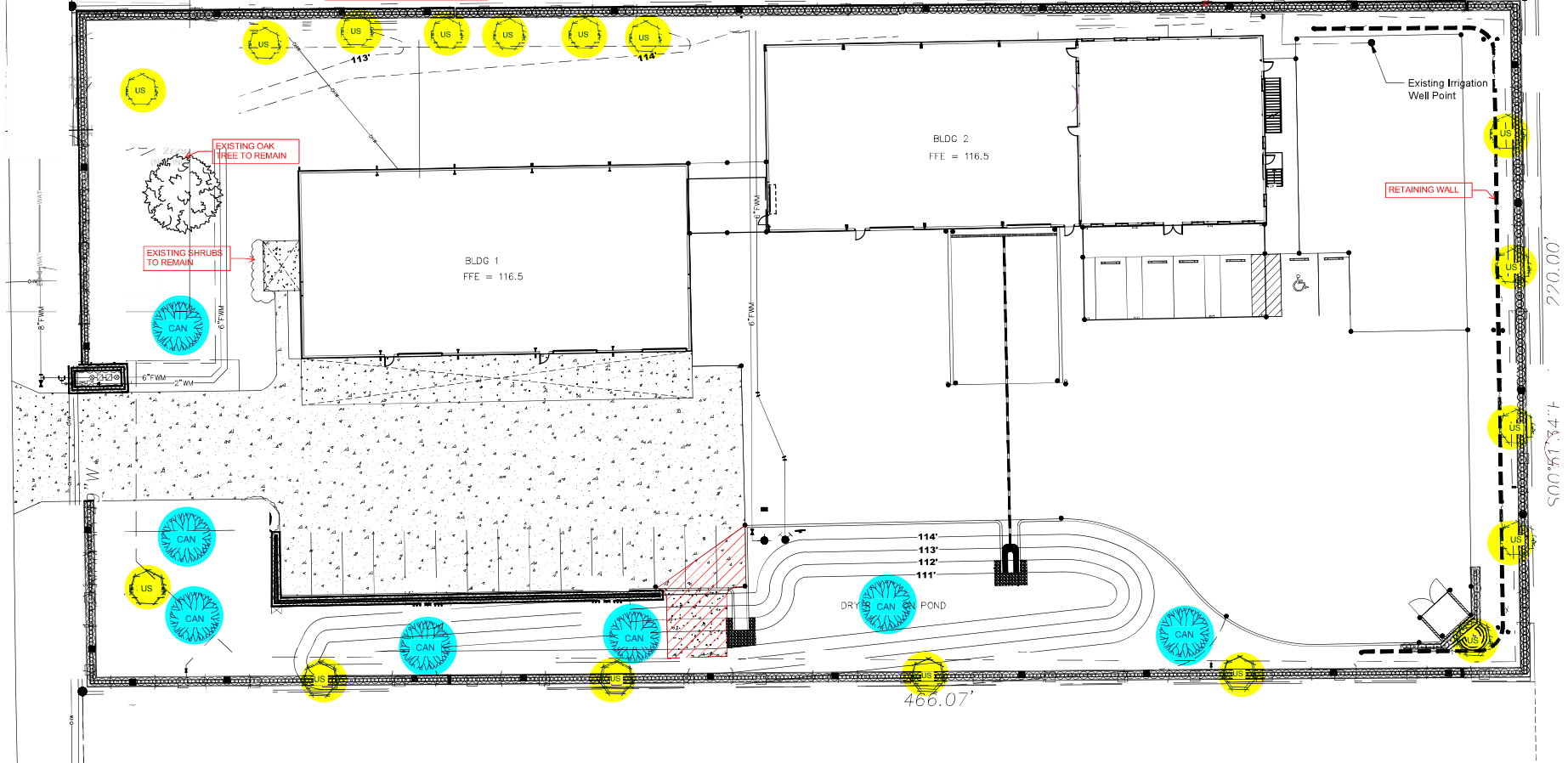


Subject Property
Outlined in Yellow



Plant Legend				
Symbol	Qty	Name		Spec
TREES				
TBD	7	CANOPY TREES	to be selected from Clemon's preferred list	65 Gallon, 3" Cal, 7' ht x 4' spread
TBD	17	CREPE MYRTLE/UNDERSTORY	to be selected from Clemon's preferred list	30 Gallon, Multi Trunk 3" Combine Cal. 6'ht x 3' spread
SHRUBS and GROUND COVER				
VO/7	612	Sweet Viburnum "Viburnum Odotorisum"		7 Gallon 36" ht x 1' Spread 30" O.C
SOD	SF	Bahia Sod		SOLID SOD

NOTE: EXISTING OAK TREE NOT INCLUDED IN CANOPY QUANTITY



DOBSON'S WOODS & WATER, INC.

Landscape, Maintenance, Pest Control, & Irrigation Contractors
Registered Landscape Architects # LC26000283
Certified General Contractors # CGC1515628

851 Maguire Rd.
Ocoee, FL 34761

Phone: 407-841-4030
FAX: 407-843-7546
WWW.dobsonswv.com

LARRY DOBSON, L.A.
State of Florida

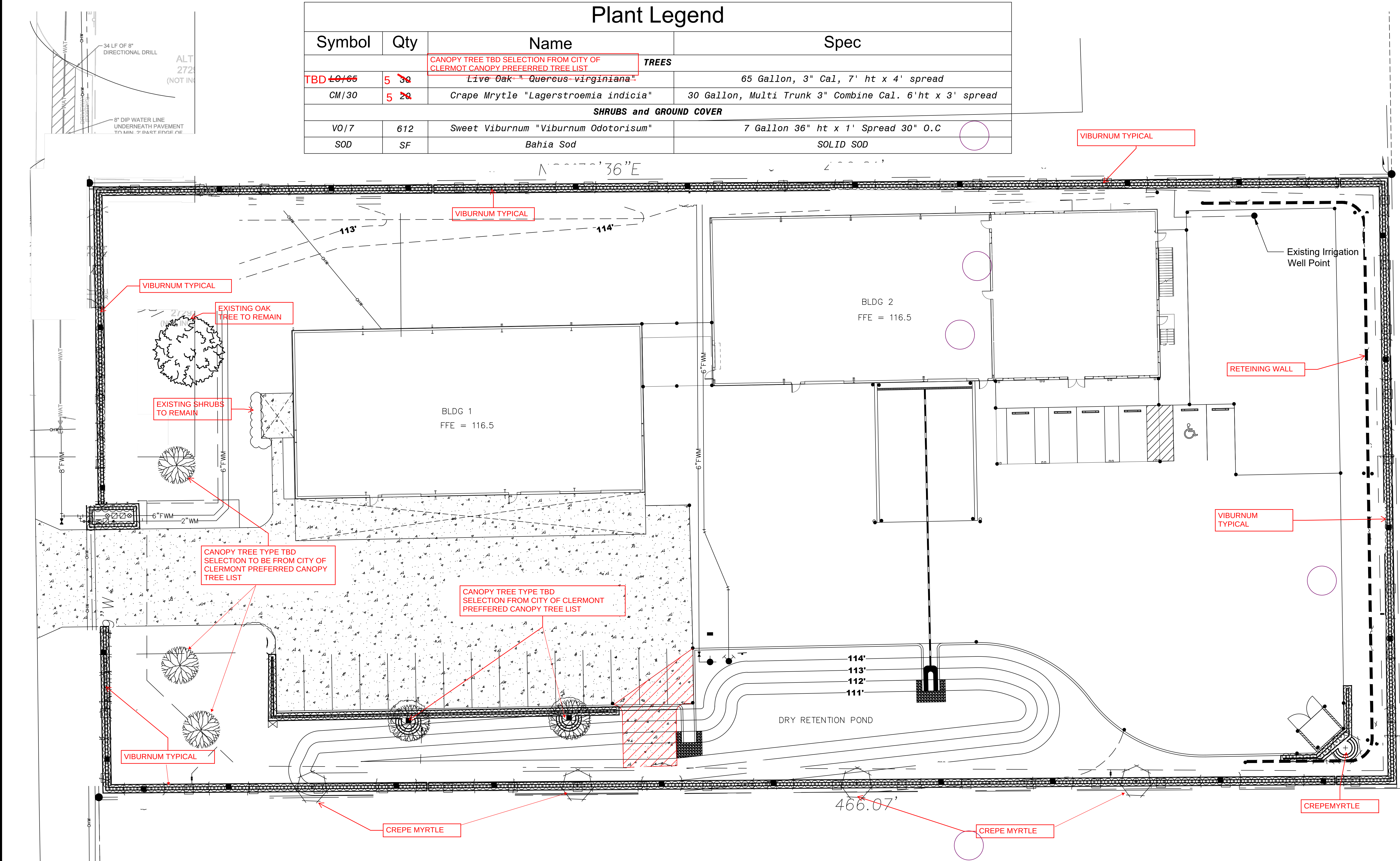
REVISIONS	BY
REV 1 1/11/23	SLS
REV 2 2/28/23	SLS

ROLLER CHAINS IRRIGATION PLANS

DRAWN BY	Shelley Dean
CHECKED	Larry & Debbie
DATE	1/11/2023
SCALE	1/8"=1'
JOB NO.	RS-001
SHEET	

IR.01

C:\SDEAN\Side Work\SDeanDesign\DWG\Roller Chains Corp\RollerChains Landscape and Irrigation-REV 2.dwg



DOBSON'S WOODS & WATER, INC.
Landscape, Maintenance, Pest Control, & Irrigation Contractors
Registered Landscape Architects # LC26000283
Certified General Contractors # CGC1515628
851 Maguire Rd.
Ocoee, FL 34761
Phone: 407-841-0030
Fax: 407-843-7546
WWW.dobsonsw.com

LARRY DOBSON, L.A.
State Of Florida

REVISIONS	BY
REV 1 1/11/23	SLD
REV 2 2/6/23	SLD

ROLLER CHAINS IRRIGATION PLANS

DRAWN BY Sheldon Dean
CHECKED Larry K. Dobson
DATE 10/18/2022
SCALE 1/16"=1'
JOB NO. RC-001
SHEET

IR.01

Existing Building Frontage – Street Right of Way



Existing Site Conditions – Perimeter Buffer between Properties





05/10/2023 13:01



05/10/2023 13:01

USA Rollerchains -- Variance

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners of negatively impact the standard of living of the citizens of the city;

Applicant response: Agreed

Staff comments: The variance request to allow a reduction to the landscape buffer minimum tree requirements by the codes. The intent of the landscape buffers adjacent to street rights of way and adjacent properties is to enhance the aesthetic appearance and to minimize adverse visual effects of industrial zoning and land uses to adjacent properties. The request to reduce the required landscape buffer tree requirements may have detrimental visual effects on adjacent properties and the community.

Negative finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;

Applicant response: Agreed

Staff comments: The variance request is not the minimum allowed to make reasonable use of the property and may be out of character with other properties in the same zoning category.

Negative finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: Agreed

Staff comments: The requested variance to the land development code will not further any legitimate city objective achieved under the variance criteria and findings.

Positive finding

- (4) The granting of the variance is consistent with the city's comprehensive plan;

Applicant response: *Agreed*

Staff comments: *The variance request is not in conflict with the Clermont Comprehensive Plan goals, objectives and policies for industrial development.*

Positive finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: *Agreed.*

Staff comments: *The requested variance to allow a reduction to the landscape buffer tree requirements will not make reasonable use of the land. The Landscape Codes requires landscape buffers to provide a minimum plant materials that must meet the minimum tree size, quantity and grades to provide adequate screening and to help minimize noise, glare and other intrusions that may be considered as undesirable to the community and adjacent property owners.*

Negative finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on all five of the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as submitted and finds the application does not meet a positive finding. City Staff recommends denial to the variance request to the Land Development Codes.



CITY OF CLERMONT VARIANCE APPLICATION

DATE 3/31/23		FEE: 600.00	
Project Name (if applicable) USA Roller Chain and Sprockets			
Applicant BG Southern Division LLC			
Contact Person Taylor Ziegler			
Address 100 Terra Mango Loop B	City Orlando	State FL	Zip 32835
Telephone 4072588900	Fax		
Email tziegler@bgsouthern.com			
OWNER INFORMATION ☐ (Check box if information is same as Applicant)			
Owner's Name Forefront Investment Group LLC			
Owner Address 2705 Knightsbridge Rd	City clermont	State FL	Zip 34711
Telephone 4073473519	Email christinab@usarollerchain.com		
PROPERTY INFORMATION			
Address of Subject Property 13610 Granville Ave	City Clermont	State FL	Zip 34711
General Location Turn right onto Granville Avenue when headed east on SR 50. The property is 800' on your left			
Legal Description & Alternate Key (include copy of survey) LAKE HIGHLANDS 26-22-26 PB 3 PG 52 FROM THE SOUTHWEST CORNER OF TRACT 25 RUN NORTH 00-56-04 WEST ALONG WEST LINE OF TRACTS 25 & 24 A DISTANCE OF 1294.85 FEET TO THE SOUTH LINE OF STATE ROAD 50, NORTH 89-36-35 EAST ALONG SAID RIGHT OF WAY LINE 999.14 FEET TO EAST LINE OF WEST 1/2 OF TRACT 23, SOUTH 00-51-34 EAST 546 FEET FOR POINT OF BEGINNING, CONTINUE SOUTH 00-51-34 EAST 220 FEET, SOUTH 89-36-37 WEST 466.07 FEET, NORTH 00-53-49 WEST 220 FEET, NORTH 89-36-36 EAST 466.21 FEET TO THE POINT OF BEGINNING ORB 5845 PG 990			
Land Use (City verification required) light manufacturing			
Zoning (City verification required) commercial			



CITY OF CLERMONT VARIANCE APPLICATION

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:

Sec 118-71. 3. Minimum Tree Requirements

What are you proposing to do that would require a variance and why?

Reduction of trees required. 1. Duke requested no oak trees on north property line due to power line location. 2. Trees on east property line will cause pressure on retaining wall and there are existing oaks on neighbor property. 3. Trees on south property line would be under existing oak trees on neighbor property

How does the Code create a hardship?

See above

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
agreed
- (2) The variance will allow a reasonable used of the property, which use in not out of character with other properties in the same zoning category;
agreed
- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
agreed



CITY OF CLERMONT VARIANCE APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and
agreed

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or
structure or the benefits that would be achieved under the other variance criteria by the granting of
the variance outweigh the benefits under this criteria if the variance was denied.
agreed

Taylor Ziegler

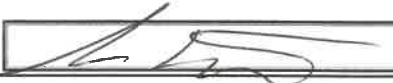
Applicant Name (print)

x 

Applicant Name (signature)

Scott Beckett

Owner Name (print)

x 

Owner Name (signature)

NOTICE

**IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A
DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE.
APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE
PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.**

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	05/05/2023
Order Number:	8800010
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	52.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	05/16/2023 - 05/16/2023	Govt Public Notices
LEE dailycommercial.com	1	05/16/2023 - 05/16/2023	Govt Public Notices

Total Order Confirmation	\$92.16
---------------------------------	----------------

Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider this request at a public hearing on Tuesday, May 23, 2023 at 6:30 PM for the following variance: to allow for a reduction to the minimum landscaping requirements for the Land Development Codes, Chapter 118-Vegetation, at the following location:

LOCATION:

USA Rollerchains
13610 Granville Avenue
(Alternate Key # 2729236)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
May 16, 2023

#8800010 5/16/23



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 13, 2023		
Agenda Item Name		
Ordinance No. 2023-017 <i>Final</i>		
Requested Action		
Staff Report		
This is updating the irrigation code to solidify the City's enforcement authority. The existing enforcement and penalty language was moved from Division 1 of Chapter 66 and was made its own division so that it will apply to all requirements of Chapter 66 Article VII.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2023-017 - Chapter 66 Irrigation Amend (04.19.2023)	Ord 2023-017 - Chapter 66 Irrigation Amend (04.19.2023).pdf	
2. Ord 2023-017 - Irrigation Amendment Legal Ad	Ord 2023-017 - Irrigation Amendment Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-017

1 **AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF**
2 **CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 66,**
3 **“UTILITIES” ARTICLE VII “WATER EFFICIENT IRRIGATION AND**
4 **LANDSCAPE” DELETING SECTION 66-207 “ENFORCEMENT” AND**
5 **SECTION 66-221 “FINE SCHEDULE” AND CREATING NEW DIVISION**
6 **4 “ENFORCEMENT”, SECTION 66-240 “ENFORCEMENT” AND**
7 **SECTION 66-241 “PENALTIES”; PROVIDING FOR CONFLICT,**
8 **SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION**
9 **OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.**

10 **WHEREAS**, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes,
11 conferred upon local governments the authority to adopt regulations designed to promote the
12 public health, safety and general welfare of its citizens; and

13 **WHEREAS**, Rule 40E-24.301, Florida Administrative Code, provides that local
14 governments may adopt landscape irrigation restrictions to include enforcement procedures to
15 achieve water conservation; and

16 **WHEREAS**, year-round and permanent landscape irrigation restrictions and the
17 enforcement thereof, separate and independent from water shortage declarations, are necessary to
18 ensure adequate water supply and in the best interests of the general public; and

19 **WHEREAS**, the City Council of the City of Clermont of Lake County, Florida finds and
20 declares that the amendment of Chapter 66 as provided herein and the adoption of this Ordinance
21 is appropriate and in the public interest of the Clermont community.
22

23 **NOW THEREFORE, BE IT ORDAINED** and enacted by the city council of the city of
24 Clermont, Florida, as follows:

25 **SECTION 1:**

26 Chapter 66, “Utilities”; Article VII “Water Efficient Irrigation and Landscape”; Division 1
27 “Administration” is hereby amended to read as follows; (note strikethrough indicates removed
28 words and underlined indicates added):

29 **Sec. 66-207. Enforcement.**

30 ~~Enforcement of this article may be by authorized law enforcement personnel, city code~~
31 ~~enforcement personnel, water conservation coordinator or any other city official delegated that~~
32 ~~responsibility by the city manager.~~

33 **SECTION 2:**

34 Chapter 66, “Utilities”; Article VII “Water Efficient Irrigation and Landscape”; Division 2
35 “Irrigation” is hereby amended to read as follows; (note strikethrough indicates removed words
36 and underlined indicates added):



CITY OF CLERMONT
ORDINANCE NO. 2023-017

~~Sec. 66-221. Fine schedule.~~

~~The fine schedule for violation of the watering restrictions shall be adopted by resolution of the city council. Each day in violation of this division shall constitute a separate offense.~~

SECTION 3:

Chapter 66, “Utilities”; Article VII “Water Efficient Irrigation and Landscape”; Division 4 “Enforcement” is hereby amended creating new Sections 66-240 “Enforcement” and 66-241 “Penalties” to read as follows; (note strikethrough indicates removed words and underlined indicates added):

Sec. 66-240. Enforcement.

Every police officer having jurisdiction in the area governed by this article shall, in connection with all other duties imposed by law, diligently enforce the provisions of this article. In addition, the city manager may also delegate enforcement responsibility for this article to agencies and departments of city government, or cities in the service areas governed by this article in accordance with state and local law.

Sec. 66-241. Penalties.

(a) Violation of any provision of this article shall be subject to the following penalties:

<u>First violation</u>	<u>Written warning</u>
<u>Second violation</u>	<u>\$50.00</u>
<u>Subsequent violations</u>	<u>Fine not to exceed \$500.00</u>

(b) Each day in violation of this article shall constitute a separate offense. Enforcement officials shall provide violators with no more than one written warning. The city, in addition to the civil sanctions contained herein, may take any other appropriate legal action, including but not limited to injunctive action, to enforce the provisions of this article.

(c) Any penalty imposed hereunder shall be paid within thirty (30) days of the date of the violation notice. Penalties assessed pursuant to this article and not timely paid shall be a lien upon the property to which such penalty is associated from the date the penalty becomes due until such fee is paid. The owner of every building, premises, lot or house shall be obligated to pay the penalty, which obligation may be enforced by the city by action or law or suit to enforce the lien in the same manner as the foreclosure of mortgages. In the event of such action, the city shall be entitled to recover all court costs and reasonable attorney fees for such collection. A change of ownership shall not affect the application of this article, and the failure of any owner to learn that he purchased property against which a lien hereunder exists shall not affect the new owner’s responsibility for such payment.

(d) A violation assessing a penalty issued hereunder may be appealed by written notice submitted to the City within thirty (30) days of the date of the notice of violation. All timely appeals shall be heard before the Code Enforcement Board at its next available hearing. The Code Enforcement Board sitting in an appellate capacity, may grant the appeal and dismiss the violation or deny the appeal and provide additional time to pay the fine not to exceed thirty



CITY OF CLERMONT
ORDINANCE NO. 2023-017

(30) days. If the appeal is denied the Code Enforcement Board may impose administrative costs upon the violator in addition to the penalty imposed. The Code Enforcement Board shall not have the authority to reduce the penalty. The decision of the Code Enforcement Board shall be final.

SECTION 4: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5: SEVERABILITY

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 6: CODIFICATION

The text of Sections 1, 2 and 3 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 7: ADMINISTRATIVE CORRECTION

Regardless of whether such inclusion in the Code as described in Section 6 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 8: PUBLICATION & EFFECTIVE DATE

This ordinance shall be published as provided by law and shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2023-017

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida
on this 13th day of June, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	05/15/2023
Order Number:	8828716
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	54.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	05/30/2023 - 05/30/2023	Govt Public Notices
LEE dailycommercial.com	1	05/30/2023 - 05/30/2023	Govt Public Notices

Total Order Confirmation	\$95.32
---------------------------------	----------------

Ad Preview

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance at a public hearing on Tuesday, June 13, 2023 at 6:30 PM for the final reading and ordinance adoption.

ORDINANCE NO. 2023-017

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 66, "UTILITIES" ARTICLE VII "WATER EFFICIENT IRRIGATION AND LANDSCAPE" DELETING SECTION 66-207 "ENFORCEMENT" AND SECTION 66-221 "FINE SCHEDULE" AND CREATING NEW DIVISION 4 "ENFORCEMENT", SECTION 66-240 "ENFORCEMENT" AND SECTION 66-241 "PENALTIES"; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

The public hearings are held at the City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7330 if you have any questions.

The proposed ordinance may be inspected at the Clermont City Clerk's office (City Hall, 2nd floor) Monday through Friday, 8 a.m. to 5 p.m.

Please be advised that under state law, any person deciding to appeal a public hearing decision will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk
L8828716 5/30/2023 11



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, June 13, 2023		
Agenda Item Name		
Ordinance No. 2023-018 <i>Final Impact Fee Schedule</i>		
Requested Action		
Recommend approval of the proposed ordinance		
Staff Report		
The City hired Raftelis to complete a comprehensive study of the current utility and municipal impact fees for water and wastewater services, police service, fire services and recreation services for the City and future needs. Impact fees are one-time charges paid by new development and expansions that result in an increased demand for services. Impact fees cannot be used to fund operational and maintenance costs. Ensuring correct impact fee levels prevents passing growth-related costs from burdening existing residents. The conclusions from the study recommend adjusting impact fees. Due to significant construction cost inflation, rapid population growth and the critical needs to serve the demands required from new development, the study clearly demonstrates the threshold is met for extraordinary circumstances required for implementing full fees following a required ninety (90) day grace period. By updating impact fees, the City minimizes the cost burden of growth to existing residents and businesses. Water, wastewater, police and fire and rescue services impact fees, as set forth in the 2023 Impact Fee Study shall be effective and applicable October 1, 2023. Parks and Recreational Services impact fee increases will phase in as set forth in the 2023 Impact Fee Study and shall be effective and applicable October 1, 2023 and October 1, 2024.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2023-018 - Impact Fees (06.06.2023)	Ord 2023-018 - Impact Fees (06.06.2023).pdf	
2. Existing and Proposed Impact Fees	Existing and Proposed Impact Fees.pdf	
3. Ord 2023-018, Impact Fees Legal Ad	Ord 2023-018, Impact Fees Legal Ad.docx	



CITY OF CLERMONT
ORDINANCE NO. 2023-018

1 **AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY,**
2 **FLORIDA AMENDING CODE OF ORDINANCES CHAPTER 2,**
3 **“ADMINISTRATION” ARTICLE VI, “FINANCIAL MATTERS”**
4 **DIVISION 2 “IMPACT FEES”; AMENDING SECTION 2-264 “IMPACT**
5 **FEE SCHEDULE” PROVIDING FOR A NEW IMPACT FEE SCHEDULE**
6 **ADJUSTING AND INCREASING WASTEWATER, POLICE, FIRE AND**
7 **RESCUE SERVICES AND PARKS AND RECREATION IMPACT FEES;**
8 **FINDING THAT DUE TO EXTRAORDINARY CIRCUMSTANCES**
9 **THERE IS A PRESENT AND IMMEDIATE NEED TO INCREASE THE**
10 **WASTEWATER, POLICE AND FIRE RESCUE SERVICES IMPACT**
11 **FEES; PROVIDING FOR LIBERAL CONSTRUCTION; REPEALING ALL**
12 **ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS**
13 **ORDINANCE TO THE EXTENT OF SUCH CONFLICT; PROVIDING**
14 **FOR SEVERABILITY, CODIFICATION, ADMINISTRATIVE**
15 **CORRECTION AND AN EFFECTIVE DATE.**

16 **WHEREAS,** in 2022, the City Council of the City of Clermont retained Raftelis Financial
17 Consultants, Inc., to perform a comprehensive water, wastewater, police, fire and rescue services
18 and parks and recreation impact fee study to determine the appropriateness and adequacy of the
19 2013/2014 impact fee rate structure; and
20

21 **WHEREAS,** the “2023 Impact Fee Study” performed by Raftelis Financial Consultants,
22 Inc. (the “2023 Impact Fee Study”) which recommends and supports an impact fee rate
23 adjustment for water and an increase for wastewater, police, fire and parks and recreation impact
24 fees has been provided to the City Council and is incorporated herein by reference; and

25 **WHEREAS,** the City Council of the City of Clermont finds that the 2023 Impact Fee Study
26 is a qualifying demonstrated need study that would justify, under the Florida Impact Fee Act and
27 Chapter 2021-63, Laws of Florida, a present need to amend and increase the wastewater, police
28 and fire and rescue services impact fees charged to new customers of the City's Utility System,
29 without the need for phase-in limitations, due to the extraordinary circumstances faced by the City
30 which include, but are not limited to, rapid population growth since 2014 and strong growth
31 projected through 2025; significant construction cost inflation; the cost and need to develop
32 regional alternative water supply projects for future water supply; the City's need for significant
33 system improvements to increase wastewater treatment capacity; the City's need for fire station
34 improvements and expansion, including additional vehicles and apparatus, to maintain response
35 times and the City's need for a new police substation and training facility; and

36 **WHEREAS,** the City Council has held two publicly noticed Workshop meetings on March
37 21, 2023 and April 18, 2023, prior to the adoption of this Ordinance dedicated to discussing the
38 extraordinary circumstances necessitating the need to increase wastewater, police and fire and
39 rescue services impact fees established herein; and



CITY OF CLERMONT
ORDINANCE NO. 2023-018

WHEREAS, the City Council of the City of Clermont finds and directs that at the increased impact fees herein shall not be effective for a period of at least 90 days; and

WHEREAS, the City Council of the City of Clermont finds that all public hearing, notice, and workshop requirements imposed by general law for the consideration and adoption of this Ordinance have been met.

NOW, THEREFORE, BE IT ORDAINED by the city council of the city of Clermont, Florida, as follows:

SECTION 1:

The above recitals are incorporated herein by reference and form an integral part of the Ordinance.

SECTION 2:

The City of Clermont Code of Ordinances Chapter 2, “Administration”, Article VI, “Financial Matters”. Division 2, “Impact Fees”, Section 2-264 “Impact Fees Schedule” is hereby amended to read as follows: (note strikethrough indicates removed words and underlined indicates added)

Sec. 2-264. - Impact fee schedule.

(a) The council hereby adopts and incorporates by reference the Utility and Municipal Impact Fee Study, dated May 5, 2023 ~~April 3, 2013~~, and the fee schedule incorporated therein, a copy of which is attached hereto and incorporated herein as appendix A and is available from the city clerk.

(b) If a development approval is requested for a development with mixed unit type, then the fee shall be computed by calculating the number of units of each type and multiplying the results by the appropriate fees on the schedule. When a question arises about which types on the schedule shall apply to the development, the city manager shall determine which comparable land use type shall apply, or if there is not a comparable land use, then a special study shall be required.

(c) The schedule shall be reviewed periodically and revised as necessary to reflect new data and technical information that substantially affect the calculation of the proportionate fair share of capital costs represented by the schedule.

~~(d) All impact fees set forth in the ordinance from which this section derives shall be increased annually due to inflation or other such factors, in order to ensure adequate capital recovery of facility costs. Unless the city council approves otherwise, the adjustment shall be effective as of October 1 of each year and shall be equal to the then current index pursuant to the Engineering News Record (ENR) construction cost index.~~



CITY OF CLERMONT
ORDINANCE NO. 2023-018

SECTION 3:

In accordance with the Notice provisions of Section 163.31801, *Florida Statutes*, this Ordinance shall take effect as set forth below:

(a) Water, wastewater, police and fire and rescue services impact fees, as set forth in the 2023 Impact Fee Study shall be effective and applicable October 1, 2023.

(b) Parks and Recreational Services impact fee increases will phase in as set forth in the 2023 Impact Fee Study and shall be effective and applicable October 1, 2023 and October 1, 2024.

SECTION 4:

The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare and convenience.

SECTION 5: CONFLICT

Any portion of the Code of Ordinances, City of Clermont, Florida or any ordinance or part thereof in conflict with this ordinance is hereby repealed to the extent of such conflict.

SECTION 6: SEVERABILITY

It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 7: CODIFICATION

The text of Sections 1 of this Ordinance shall be codified as a part of the Clermont City Code The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 8: ADMINISTRATIVE CORRECTION

Regardless of whether such inclusion in the Code as described in Section 7 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.



CITY OF CLERMONT
ORDINANCE NO. 2023-018

100 **SECTION 9.**

101 This ordinance shall be published as provided by law and shall take effect immediately upon its
102 Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2023-018

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 13th day of June, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

Attest:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

Existing and Proposed Water and Wastewater Impact Fees (Per ERC)		
	Existing Fees	Proposed Fees
Water	\$2,927.00	\$2,836.00
Wastewater	4,737.00	4,830.00

Existing and Proposed Police Impact Fees			
Description	Unit of Measure	Existing	Proposed
Residential	Dwelling Unit	\$526.00	\$580.00
Non-Residential:			
Industrial/Warehousing	1,000 Sq.Ft.	\$85.00	\$28.00
Institutional	1,000 Sq.Ft.	N/A	64.00
Hotel/Motel	Rooms	792.00	1,030.00
Office Buildings	1,000 Sq.Ft.	337.00	262.00
Retail	1,000 Sq.Ft.	1,085.00	789.00
Assisted Living Facility ("ALF")	Bed	460.00	264.00

Existing and Proposed Fire Impact Fees			
Description	Unit of Measure	Existing	Proposed
Residential	Dwelling Unit	\$637.00	\$1,370.00
Non-Residential:			
Industrial/Warehousing	1,000 Sq.Ft.	\$131.00	\$82.00
Institutional	1,000 Sq.Ft.	N/A	187.00
Hotel/Motel	Rooms	1,197.00	3,000.00
Office Buildings	1,000 Sq.Ft.	509.00	763.00
Retail	1,000 Sq.Ft.	1,640.00	2,298.00
Assisted Living Facility ("ALF")	Bed	694.00	771.00

Phase-in of Parks Impact Fee			
Housing Type	Existing Fee	FY 2023	FY 2024
0 -1 Bedroom	\$1,371.00	\$1,431.50	\$1,492.00
2 Bedrooms	2,048.00	2,145.50	2,243.00
3 Bedrooms	2,739.00	2,861.50	2,984.00
4 Bedrooms	3,419.00	3,577.50	3,736.00
5+ Bedrooms	4,098.00	4,292.50	4,487.00

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance at a public hearing on Tuesday, June 13, 2023 at 6:30 PM for the final reading and ordinance adoption.

ORDINANCE NO. 2023-018

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING CODE OF ORDINANCES CHAPTER 2, “ADMINISTRATION” ARTICLE VI, “FINANCIAL MATTERS” DIVISION 2 “IMPACT FEES”; AMENDING SECTION 2-264 “IMPACT FEE SCHEDULE” PROVIDING FOR A NEW IMPACT FEE SCHEDULE ADJUSTING AND INCREASING WASTEWATER, POLICE, FIRE AND RESCUE SERVICES AND PARKS AND RECREATION IMPACT FEES; FINDING THAT DUE TO EXTRAORDINARY CIRCUMSTANCES THERE IS A PRESENT AND IMMEDIATE NEED TO INCREASE THE WASTEWATER, POLICE AND FIRE RESCUE SERVICES IMPACT FEES; PROVIDING FOR LIBERAL CONSTRUCTION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION AND AN EFFECTIVE DATE.

The public hearings are held at the City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7330 if you have any questions.

The proposed ordinance may be inspected at the Clermont City Clerk’s office (City Hall, 2nd floor) Monday through Friday, 8 a.m. to 5 p.m.

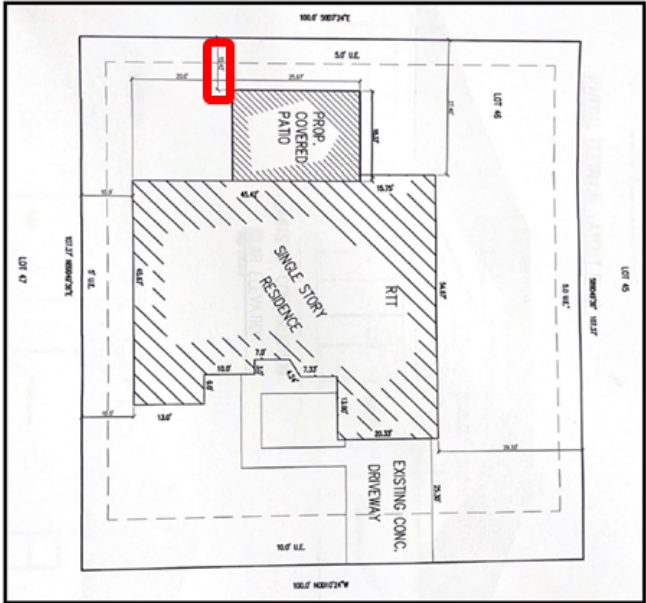
Please be advised that under state law, any person deciding to appeal a public hearing decision will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk’s office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

May 30, 2023
Daily Commercial

AGENDA ITEM

Meeting Date	
Tuesday, June 13, 2023	
Agenda Item Name	
Variance Request 1606 Indian Shores Drive	
Requested Action	
Recommend denial of the requested variance.	
Staff Report	
The property owner, Raymond Mason, is requesting a variance to the Land Development Code (LDC), Section 122-105, for property located at 1606 Indian Shores Drive. The variance request is to allow for a rear yard setback of 10 feet instead of 25 feet as required by the Land Development Regulations. The property is zoned R-1-A, Single Family Low Density Residential. The lot is located in the Indian Shores Neighborhood and the single family home was constructed in 2006. The owner would like to construct a patio addition, which includes extending the roof line coverage with the same architectural roofing materials (shingles) as the primary residence. Therefore, the proposed structure meets the criteria for an addition to the home, instead of an accessory structure that is usually constructed with an aluminum roof and allowed to be located 10 feet from the rear yard property line. The patio may be constructed in a manner that allows habitation of the space. The proposed addition to the home may be considered as intrusive to adjacent property owners because the proposed addition to the home will be located approximately ten feet from the rear property line instead of the required 25 feet.	
	
STAFF RECOMMENDATIONS: Section 101-246 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on all five of the review criteria. Therefore, staff recommends denial of the requested variance.	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	New 101-246 Review Criteria-1606 Indian Shores - Variance	New 86-174 Review Criteria-1606 Indian Shores Variance.pdf
2.	Location Map	Location Map.pdf
3.	Property Survey	Property Survey.pdf
4.	Photos	Photos.pdf
5.	Application	Application.pdf
6.	1606 Indian Shores Dr Legal Ad	1606 Indian Shores Dr Legal Ad.pdf

1606 Indian Shores -Variance

The requirements for a variance are as follows:

“Sec. 101-246. Review Criteria and Finding. When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners of negatively impact the standard of living of the citizens of the city;
Applicant response: *Will not interfere with neighboring property.*

Staff comments: *The Clermont Code requires accessory structures with an aluminum roof is permitted a 10 foot rear yard setback, the proposed structure with an architectural roof is considered an addition to the existing home, therefore required to comply with the 25 foot setbacks for the primary residence. The proposed room addition will be located 10 feet from the rear property line and may be considered as intrusive and out of character with other properties in the neighborhood.*

Negative finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: *Other properties have a patio in the neighboring.*

Staff comments: *The variance request will not allow reasonable use of the property and the patio addition could be out of character with other properties in the R-1A, Single Family Low Density Residential zoning district.*

Negative finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: *It's not going to hinder any city objective*

Staff comments: *The requested variance to the land development code will not further any legitimate city objective.*

Positive finding

- (4) The granting of the variance is consistent with the city's comprehensive plan;

Applicant response: yes

Staff comments: *The variance request is not in conflict with the Comprehensive Plan goals, objectives and policies.*

Positive finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

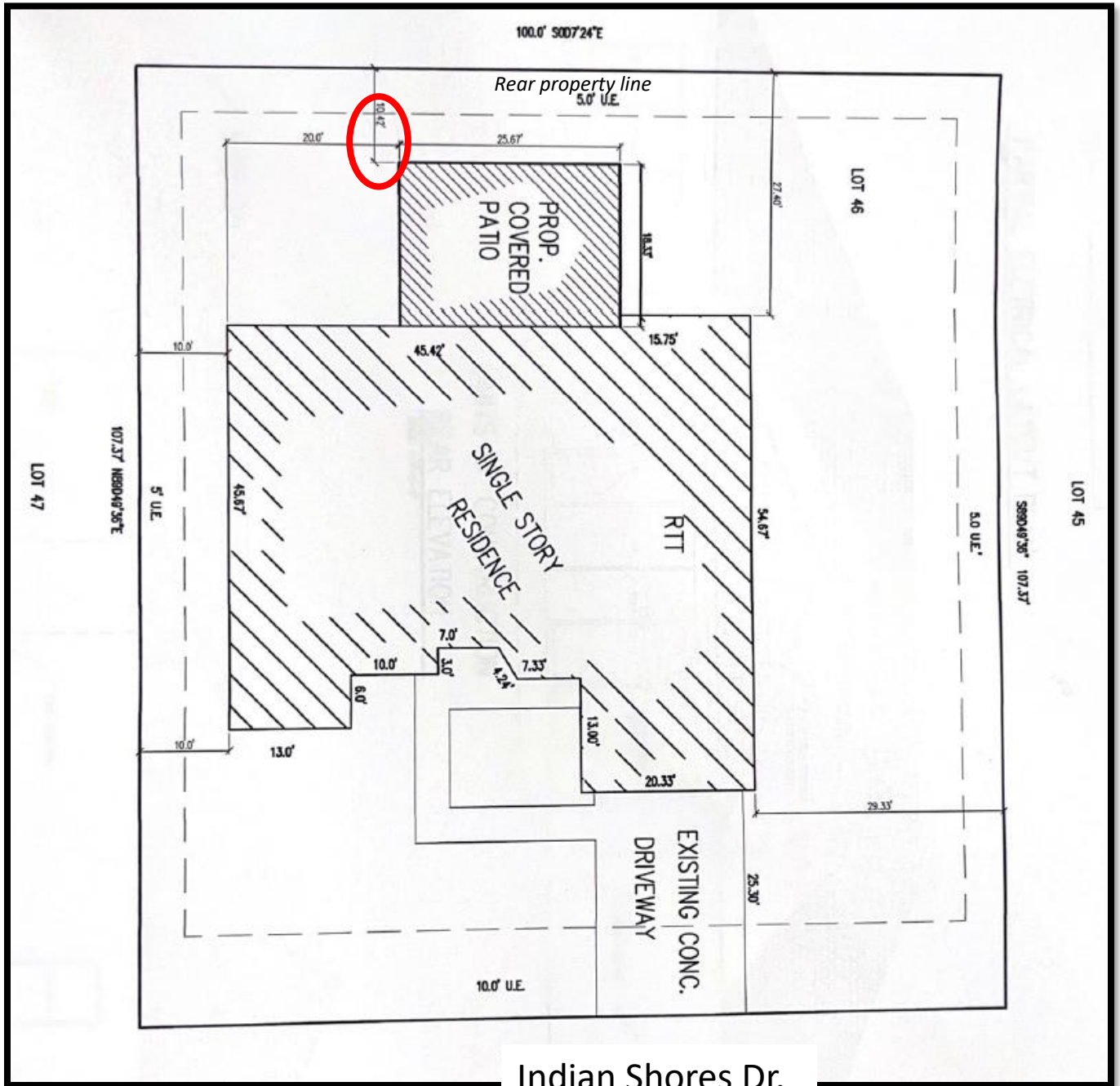
Applicant response: Not asking for more than necessary.

Staff comments: *The variance request to allow for a building addition to provide a 10 foot rear yard setback instead of the required 25 foot setback is not the minimum variance allowed to make reasonable use of the structure and may be out with other additions in the neighborhood and the proposed location of the structure could be deemed intrusive to adjacent properties, which are in compliance to the provisions of the codes.*

Negative finding

STAFF RECOMMENDATION: Section 101-246 of the Land Development Code requires a positive finding on all five of the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as submitted and finds the application does not meet a positive finding. City Staff recommends denial to the variance request to the Land Development Codes.

1606 Indian Shores Drive

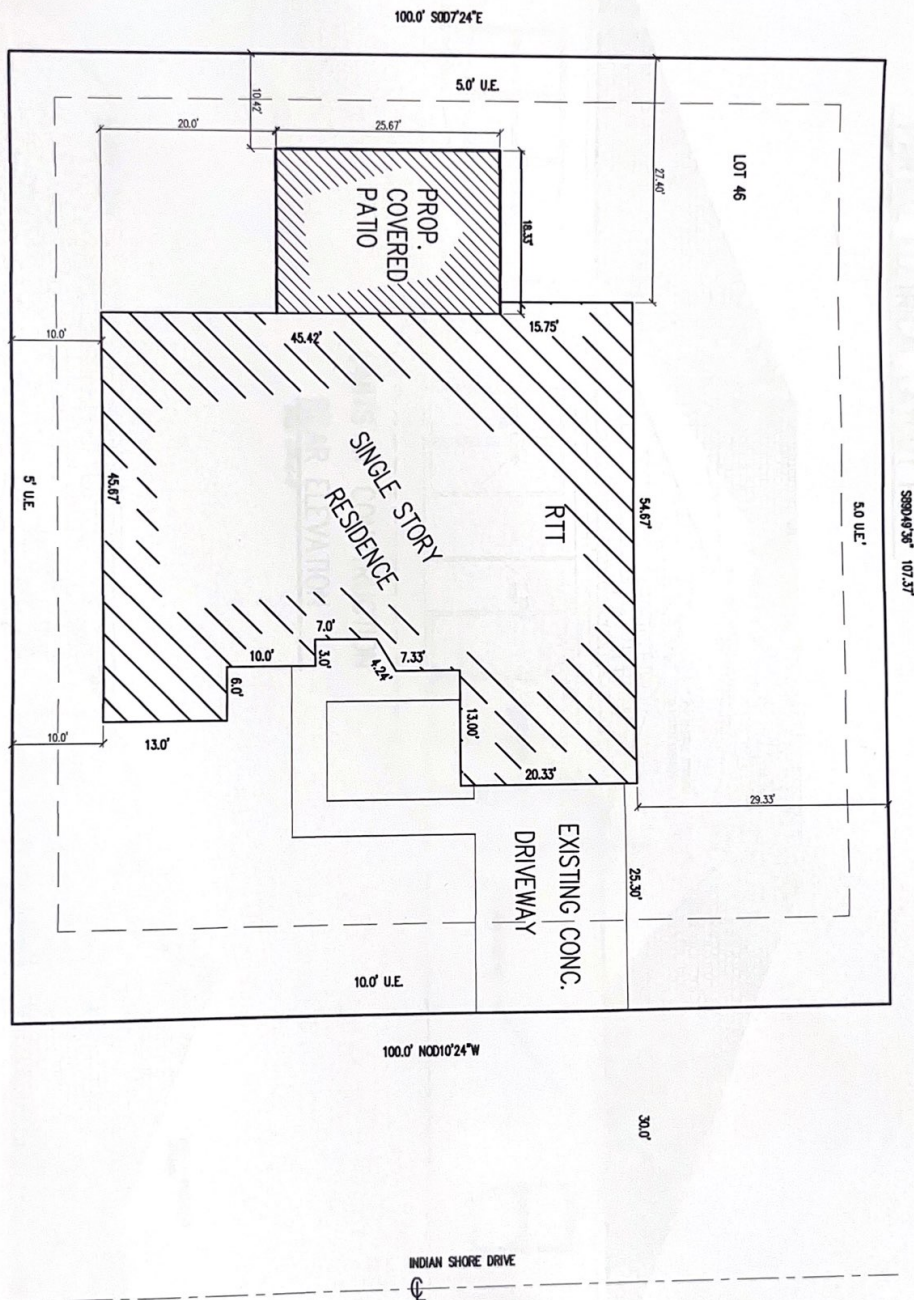


Indian Shores Dr.

The applicant is requesting a variance for a 10 foot rear yard setback instead of the 25 foot code requirements. The proposed addition to the home would allow for the construction of the covered patio with the same roofing material (shingles) to match the home and incorporate trusses tying into the existing home. The way the applicant is constructing the addition does meet the criteria for an accessory structure, which would be allowed the maximum 10 foot rear yard setback for accessory structures.

1606 Indian Shores Drive





LEGAL DESCRIPTION:

LOT 46, BEING SHOWN, ACCORDING TO THE PLATNUMBER AS
RECORDED IN PLAT BOOK 36, PAGES 71 AND 72, PUBLIC RECORDS
OF LAKE COUNTY, FLORIDA.

Existing Property Conditions





CITY OF CLERMONT
VARIANCE
APPLICATION

DATE		FEE: 300.00	
Project Name (if applicable)			
Applicant Raymond Mason			
Contact Person			
Address 1606 Indiana Shores Dr		City Clermont	State FL
Telephone 917-753-5877		Zip 34711	
Email DeJRay2RM@gmail.com		Fax	
OWNER INFORMATION ☒ (Check box if information is same as Applicant)			
Owner's Name Same			
Owner Address		City	State
Telephone		Zip	
PROPERTY INFORMATION			
Address of Subject Property		City	State
General Location		Zip	
Legal Description & Alternate Key (include copy of survey)			
3673484			
Land Use (City verification required)			
Zoning (City verification required)			



CITY OF CLERMONT VARIANCE APPLICATION

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:

Section 122-105

What are you proposing to do that would require a variance and why?

Requesting less than 25 feet rear yard setback

How does the Code create a hardship?

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

will not interference neighboring property

- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;

Other properties has patio in the neighboring

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

Its not going to hinder any City Objective



CITY OF CLERMONT
VARIANCE
APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and

yes

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

Not asking For more than necessary

Applicant Name (print)

Raymond Mason

Owner Name (print)

x

Applicant Name (signature)

x

Raymond Mason

Owner Name (signature)

NOTICE

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	05/16/2023
Order Number:	8833886
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	47.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	06/06/2023 - 06/06/2023	Govt Public Notices
LEE dailycommercial.com	1	06/06/2023 - 06/06/2023	Govt Public Notices

Total Order Confirmation	\$84.26
---------------------------------	----------------

Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing on Tuesday, June 13, 2023 at 6:30 PM for the following variance: to allow for a rear yard setback of 10 feet rather than 25 feet, as required by the Land Development Code, Section 122-105, at the following location:

LOCATION

1606 Indian Shores Drive
(AK 3673484)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont FL.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

#8833886 6/6/23

AGENDA ITEM

Meeting Date	
Tuesday, June 13, 2023	
Agenda Item Name	
Ordinance 2023-021 <i>Intro</i> <i>The Citrus Cabanas Rezoning</i>	
Requested Action	
Recommend introduction of Ordinance 2023-021	
Staff Report	
The applicant, Victory Coast, LLC is requesting a rezoning from Central Business District (CDB) to Planned Unit Development (PUD) for a 0.515 +/- acre parcel located at the southwest corner of Montrose Street and West Avenue. The property was formerly used as a bed and breakfast, called the Mulberry Inn. The main building, which was constructed in 1880, has had renovations and upgrades over the years. The applicant is requesting PUD zoning in order to place eight (8) small residential units, also known as the “cabanas”, on the property to be used for short term rentals along with using the historic two-story home for short term rental as well. The cabanas will range in size from approximately 400 square feet up to 550 square feet. They will consist of one bedroom, a bathroom, sitting area and small kitchen. The units will be self-contained. The historic home consists of three bedrooms and three bathrooms and will not be a bed and breakfast type operation. The applicant would also like to construct an outdoor seating area and summer kitchen for guests to use. This would be placed adjacent to the historic home and between the cabanas. The applicant has provided a conceptual site plan showing the location of the cabanas, historic home, parking, seating area, and other aspects of the project.	
	
The Central Business District, under Section 125-370, would permit this type of use through the approval of a Planned Unit Development (PUD). The applicant is requesting two variances to the Land Development Code that are considered within this PUD application. The variances are: (1) onsite parallel parking spaces to be 8 feet long by 22 feet wide instead of 10 feet by 23 feet, and (2) reduced landscape buffers on the south and west property line. Section 115-5 (b) allows on-street parking in the downtown area provided by the City to be reduced to 8 feet by 22 feet. The applicant is requesting the same ability as the City in the construction of these spaces. The applicant is required to have eleven spaces for the project and will be offering eleven spaces along with one ADA handicap space for a total of twelve spaces. The applicant is requesting a reduction in the landscape buffer width for the project. The applicant will still be installing landscaping around the site, but will not be at the width and extent of the code on the southern and western property line. The applicant is including a six (6) foot high opaque privacy fence incorporated into the landscape buffer along the parking area. The privacy fence may minimize impacts to the adjoining property.	

Staff has reviewed the application in regards to Section 125-486 of the Land Development Code. Since the cabanas and the historic home will be used as a short term rental project, the project is viewed similar to a hotel. Parking is based upon the number of accommodations, which is eleven. The applicant will be providing twelve spaces, including one ADA handicap space, which exceeds the minimum requirements. The cabanas exceed the average size of a hotel room, which is 300 square feet. The project would provide transient accommodations within the Downtown area for guests to stay overnight. Development of the project would still be required to meet the zoning requirements of the Central Business District except for the specific conditions in the PUD. Staff recommends approval of Ordinance 2023-021.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Ord 2023- 021 - The Citrus Cabanas (05.30.2023)	Ord 2023- 021 - The Citrus Cabanas (05.30.2023).pdf
2.	Site map and photos	Site map and photos.pdf
3.	Attachment 2 - Conceptual Site Plan	Attachment 2 - Conceptual Site Plan.pdf
4.	Attachment 3 - Survey	Attachment 3 - Survey.pdf
5.	Residences at Mulberry_Scene 1	Residences at Mulberry_Scene 1.jpg
6.	Residences at Mulberry_Scene 2	Residences at Mulberry_Scene 2.jpg
7.	Residences at Mulberry_Scene 3	Residences at Mulberry_Scene 3.jpg
8.	Attachment 1 - Rezoning Application	Attachment 1 - Rezoning Application.pdf
9.	Legal ad - Citrus Cabanas	Legal ad - Citrus Cabanas.pdf

CITY OF CLERMONT
ORDINANCE NO. 2023-021

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, AN EFFECTIVE DATE AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property (the “Property”):

LEGAL DESCRIPTION

LOTS 1 THROUGH 3, BLOCK 96, CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LOCATION

915 West Montrose Street

Improved property located at the southwest corner of West Montrose Street and West Avenue
(Alternate Key 1615283)

0.515 +/- acres





CITY OF CLERMONT
ORDINANCE NO. 2023-021

PROPERTY REZONING

FROM: Central Business District (CBD)
TO: Planned Unit Development (PUD)

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development (PUD) to allow up to eight (8) small cabana style-housing units along with the use of the historic two-story home to be used for short term rentals and CBD Central Business District Commercial uses be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Conceptual Site Plan prepared by Highland Engineering, Inc., identified as Attachment A with a date of 3-3-23. Formal construction plans incorporating all conditions stated in this permit must be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The Conceptual Site Plan does not grant any development entitlements or uses. The project conceptual site plan is not an approved site plan and only used for conceptual purposes.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

1. This application is for a Planned Unit Development (PUD) to allow up to eight (8) small cabana style-housing units along with the use of the historic two-story home to be used for short term rentals.
2. The cabana units shall be a minimum of 400 square feet and a maximum of 550 square feet and shall be similar in appearance to the elevations provided in Attachment B.
3. A minimum of eleven (11) parallel parking spaces and one (1) ADA Handicap space shall be installed on-site. The parallel parking spaces onsite shall be a minimum of 8 feet wide by 22 feet long with a minimum of a sixteen (16) foot wide one way drive isle.
4. The southern landscape buffer shall consist of a single row of shrubs within a one foot buffer and will consist of a 6 foot vinyl privacy fence.



CITY OF CLERMONT
ORDINANCE NO. 2023-021

5. The western landscape buffer shall consist of a single row of shrubs and understory trees within the 5 foot buffer and will consist of a 6 foot vinyl privacy fence.
6. The applicant will be required to submit to the City's Public Services Department a solid waste collection plan. The plan shall be review as part of the site review process. The project may participate in the City's solid waste collection service, if approved by the Public Service Department Director, or designee. Any onsite refuse receptacles or containers shall be required to be properly screened from the public view. In the event the applicant is unable to use the City's collection service, then a private provider will be required for solid waste collection.
7. The project shall be developed according to the Central Business District (CBD) zoning designation in the Land Development Code, unless expressly stated above. The site may be used for any other permitted uses in the Central Business District (CBD) zoning district.
8. This Planned Unit Development shall become null and void if substantial construction work has not begun within two (2) years of the date that this Planned Unit Development is executed and signed by the permittee for the installation of the cabana units. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. If the Planned Unit Development becomes null and void, the property will revert to the CBD Central Business District Zoning Designation.

SECTION 4: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5: SEVERABILITY

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 6: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida. Recording fees will be at the expense of the applicant.



CITY OF CLERMONT
ORDINANCE NO. 2023-021

SECTION 8: PUBLICATION & EFFECTIVE DATE

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2023-021

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27th day of June 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

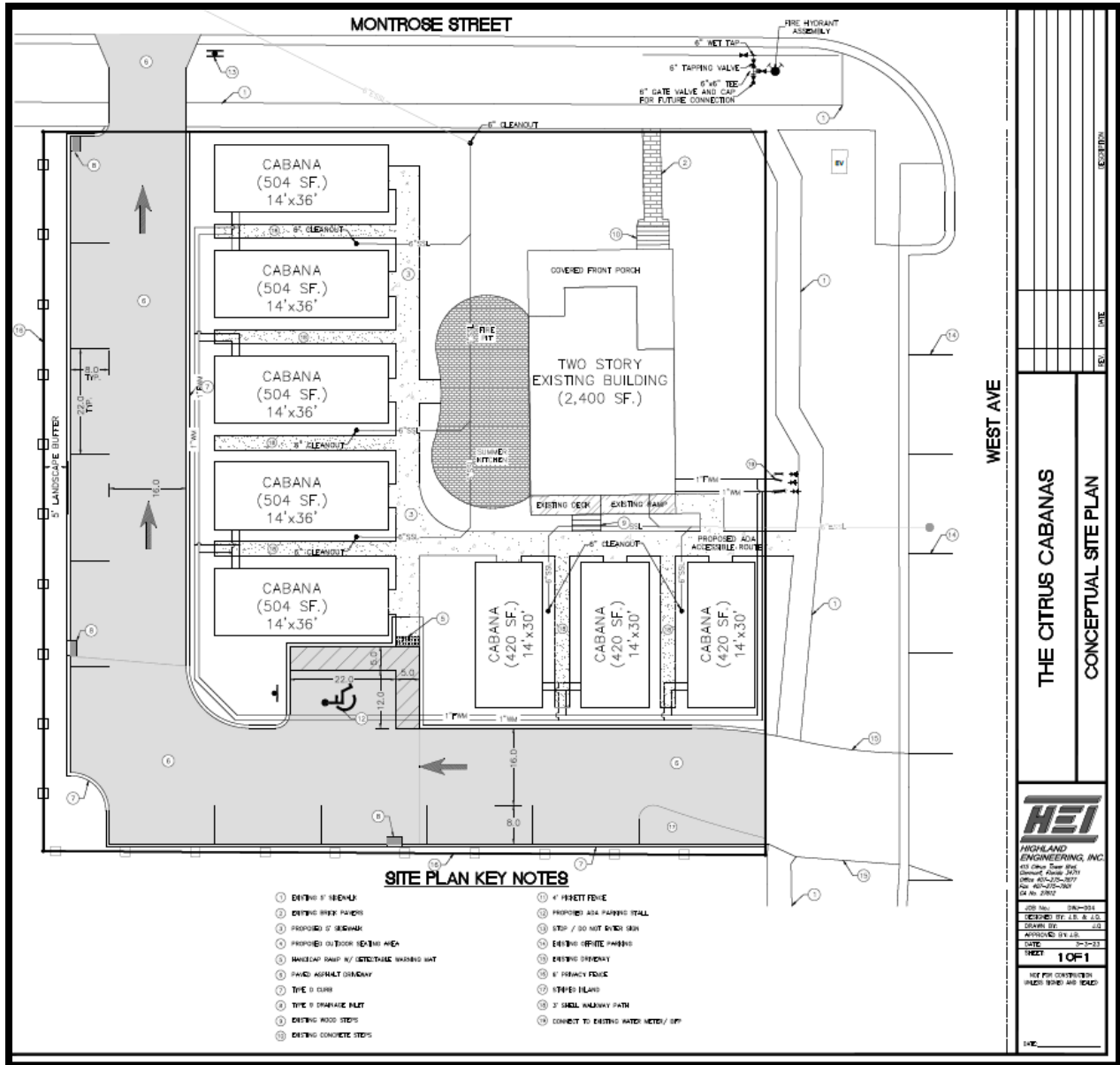
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
ORDINANCE NO. 2023-021

Attachment A:
PUD Conceptual Plan



CITY OF CLERMONT
ORDINANCE NO. 2023-021

Attachment B:
Sample Elevations



Exhibit - Location Map – 915 W. Montrose Street



Exhibit – Photos – View from West Ave.



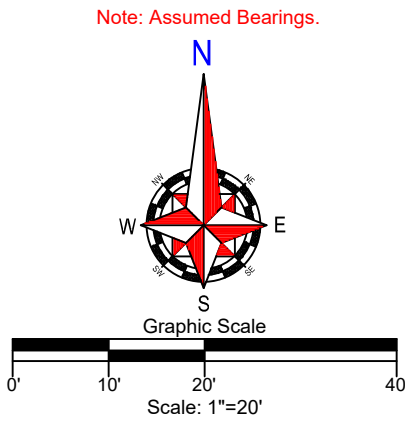
Exhibit – Photos – View from Montrose Street



Exhibit – Photos – View from Montrose Street and
West Ave. Intersection



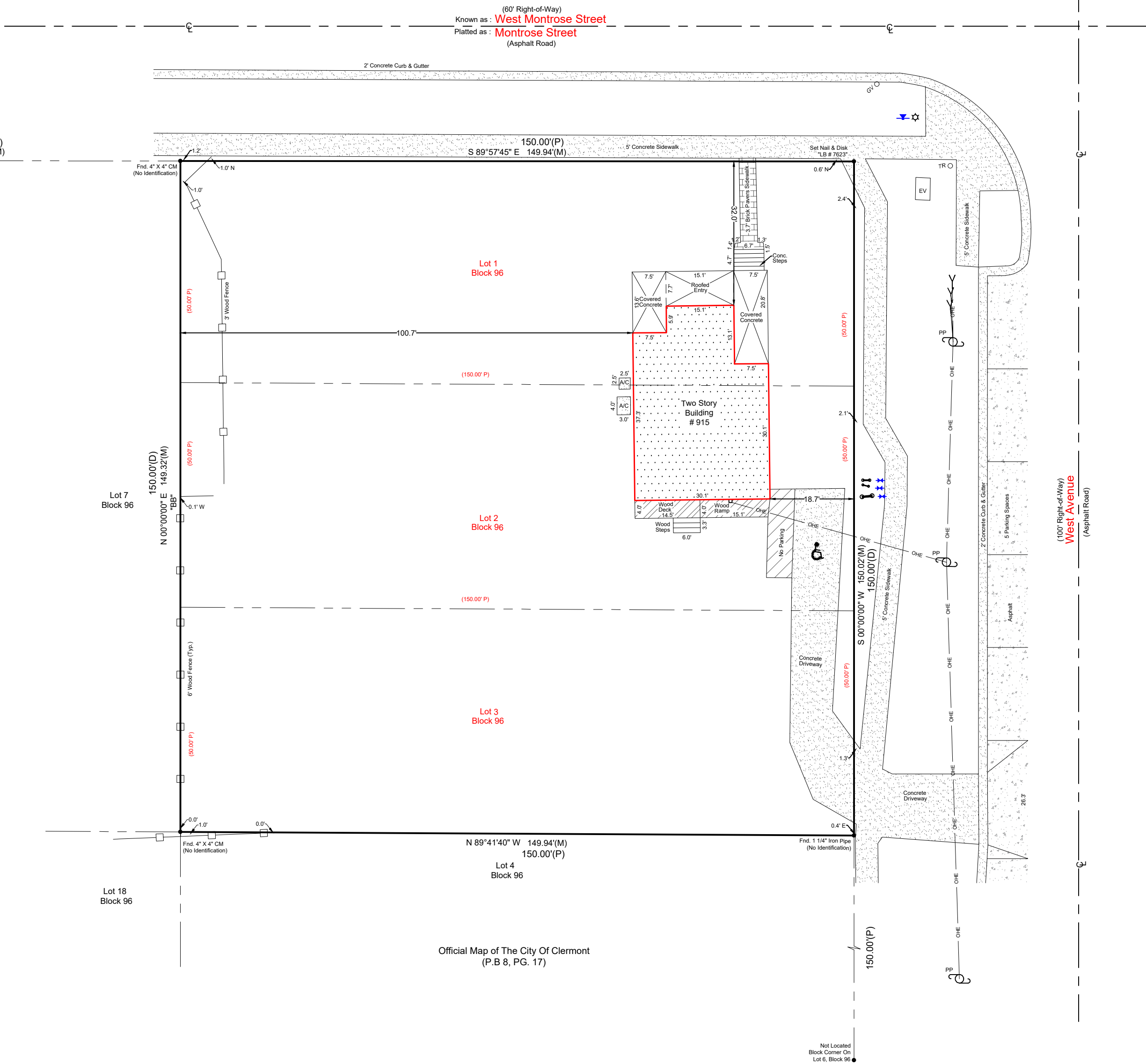
Page 201



915 West Montrose Street,
Clermont, Florida 34711

Issued by: Old Republic National Title Insurance Company
Issuing Agent: - Law Office of Anita Geraci-Carver, P.A.
Commitment Number: 1325437
Issuing Office File Number: 00329-004
Effective Date: September 20, 2022 at 11:00 P.M.
Schedule B - Section 2

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records of attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
None provided at time of survey.
- General or special taxes and assessments required to be paid in the year 2022 and subsequent years.
Not a Survey Matter.
 - Rights or claims of parties in possession not recorded in the Public Records.
None provided at time of survey.
 - Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
Sidewalk at the northeast corner of property. Concrete on the east property line.
 - Easements or claims of easements not recorded in the Public Records.
None provided at time of survey.
 - Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
Not a Survey Matter.
- Any Owner's policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
Not on a state owned body of water.
- Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
Not a Survey Matter.
- All matters contained on the Plat of OFFICIAL MAP OF THE CITY OF CLERMONT, as recorded in Plat Book 8, Page 17, Public records of Lake County, Florida.
Nothing on plat to show.
- Sidewalk encroachment on the North property line; Concrete encroachment on the East property line and Wood fence encroachment on the South property line as shown by that certain survey dated July 20, 2009, prepared by Pharos Consulting, LLC, Job #PH0027.
Survey not provided.
- Subject to rights of tenants under unrecorded leases, if any.
Not a Survey Matter.



- Legend-
- FOCB - FIBER OPTIC CABLE BOX
 - TLP - TRAFFIC LIGHT POLE
 - TSB - TRAFFIC SIGNAL BOX
 - TP - TRAFFIC PANEL
 - T - Transformer
 - Gas Valve
 - Water Valve
 - Well
 - Cable Riser
 - Cleanout
 - Crosswalk Post
 - Curb Inlet
 - DOT INLET
 - DP - Dumpster Pad
 - EB - ELECTRIC BOX
 - EV - ELECTRIC Vault
 - Telephone Pedestal
 - Light Pole
 - Power Meter
 - Water Meter
 - Bollard
 - Guy Anchor
 - HR - HANDICAP RAMP
 - Gas Meter
 - Gas Valve
 - GT - Grease Trap
 - Mitered End Section
 - SIGN
 - PS - PARKING SPACES
 - Concrete Power Pole
 - PP - Wood Power Pole
 - Sanitary Manhole
 - Sanitary Valve
 - SB - Setback
 - Storm Inlet
 - SP - SIGNAL POLE
 - Air Release Manhole
 - Storm Manhole
 - Telephone Vault
 - TR - TELEPHONE RISER
 - OHE - Overhead Electric
 - Backflow Preventer

ALTA/NSPS Land Title Survey Boundary Survey

Legal Description:

LOTS 1 THROUGH 3, BLOCK 96, CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Flood Disclaimer:

BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN LAKE COUNTY, COMMUNITY NUMBER 120133, DATED 12-12-2018.

ALTA/NSPS CERTIFICATION

Certified to: **VICTORY COAST LLC, LAW OFFICE OF ANITA GERACI-CARVER, P.A., OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, B.L. FLORIDA, LLC**
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 8, 9, 11(b), 13, 16, and 18 of Table A thereof.
The fieldwork was completed on: **10/14/2022**
Date of Plat or Map: **10/18/2022**

Patrick K. Ireland
Patrick K. Ireland, PSM 6637



Gross Land Area: 22,448.74 Square Feet ± or 0.515 Acres ±
Setback Requirements: Front: 00' (Non-Residential) / 25' (Residential)
Side: 00' (Non-Residential) / 25' (One and Two Family Residential)
Rear: 00' (Non-Residential) / 25' (One and Two Family Residential)
Zoning: CBD (Central Business District)
Square footage of Buildings: 1,157.08 Square Feet ±
Parking Space Size: (Standard) 5 Parking Spaces found at time of Survey (Offstreet)
(Handicap) 1 Parking Spaces found at time of Survey
In the process of conducting the fieldwork, no of earth moving work, building construction or building additions within recent months were observed.
In the process of conducting the fieldwork, no evidence of recent street or sidewalk construction or repairs were observed.
In the process of conducting the fieldwork, no evidence of site use as a solid waste dump, dump or sanitary landfill were observed.
In the process of conducting the fieldwork, no evidence of cemeteries and/or burial grounds were observed.
In the process of conducting the fieldwork, no evidence of any water features were observed.
In the process of conducting the fieldwork, no evidence of wetland delineation markers were observed.
Vehicular Access to Subject Property is provided by:
West Montrose Street, West Avenue

Revisions

Field Date: 10/14/22
Drawn By: MP

Date Completed: 10/18/22
File Number: IS-110871

-Legend-

- PC - Point of Curvature
- Pg - Page
- PI - Point of Intersection
- P.O.B. - Point of Beginning
- P.O.L. - Point on Line
- PP - Power Pole
- PRM - Permanent Reference Monument
- PT - Point of Tangency
- Rad - Radius
- Rd - Radial
- R&C - Rebar & Cap
- Rec - Recovered
- Rfd - Rooted
- Set - Set 1/2" Rebar & Cap LB 7623
- Typ - Typical
- UE - Utility Easement
- VM - Water Meter
- P.B. - Plat Book
- W - Wood Fence

-Notes-

>Survey is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
>Subject to any Easements and/or Restrictions of Record.
>Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "SB".
>Building Ties are NOT to be used to reconstruct Property Lines.
>Fence Ownership is NOT determined.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
>Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be construed to give ANY Rights or Benefits to Anyone Other than those Certified.
>Flood Zone Determination Shown Hereon is Given as a Courtesy, and is Subject to Final Approval by F.E.M.A. This Determination may be affected by Flood Factors and/or other information NEITHER known by NOR given to this Surveying Company at the time of this Endorsement, Ireland & Associates Surveying, Inc., and the signing surveyor assume NO Liability for the Accuracy of this Determination.

I hereby Certify that this ALTA/NSPS Land Title Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 63-17.002 Florida Administrative Code, Pursuant to Section 472.027 Florida Statutes.
Patrick K. Ireland
Patrick K. Ireland, PSM 6637
This Survey is intended ONLY for the use of Said Certified Parties. This Survey NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.
Ireland & Associates Surveying, Inc.
800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.Irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165









CITY OF CLERMONT REZONING FILING INSTRUCTIONS

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month – on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council workshop(s) may also be necessary and additional time may be required prior to being schedule for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application in a PDF format on a CD or electronically via email to planning@clermontfl.org:

- Completed application. Include all signatures:
 - Applicant's signature (if different from owner of record)
 - Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitter with the application.
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, or deed)
- Legal Description in a word document to be used for legal advertising and in the ordinance for rezoning.
- Plot plan (drawn to scale) of the property involved showing the location of existing building or structures and the location of proposed building or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- Fee: \$542.00 plus the cost of the advertisement, plus the cost of traffic review, if necessary



CITY OF CLERMONT REZONING APPLICATION

DATE 3/28/2023		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) The Citrus Cabanas			
Applicant VICTORY COAST LLC			
Contact Person Darren Johnson			
Address 1075 W LAKESHORE DR	City Clermont	State FL	Zip 34711
Telephone 352-242-3870	Fax		
Email darren@dwj-p.com			
OWNER INFORMATION			
Owner's Name Same			
Owner Address	City	State	Zip
Telephone	Email		
PROPERTY INFORMATION			
Address of Subject Property 915 W MONTROSE ST	City Clermont	State Florida	Zip 34711
Legal Description (include copy of survey) CLERMONT LOTS 1, 2, 3 BLK 96 PB 8 PG 17 ORB 6045 PG 1386 See survey			
Acreage 0.517	Land Use (City verification required) Downtown Mixed Use		
Present Zoning (City verification required) Central Business District	Proposed Zoning PUD		



CITY OF CLERMONT
REZONING
APPLICATION

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

Establish an 11 bedroom short term rental on the historic Mulberry Inn property. The subject property will contain 8 small cabanas in addition to the restoration of the existing historic home site for short term rental. See Conceptual Site Plan for details.

Variances/waivers requested:

1. Reduce West 10' Landscape Buffer to 5' with a privacy fence.
2. Reduce South 10' Landscape Buffer to 1' with a privacy fence.
3. Reduce parallel parking space from 10'x22' to 8'x22' with a 16' wide one way drive.

Check box to indicate additional materials are provided via attachment. ☒

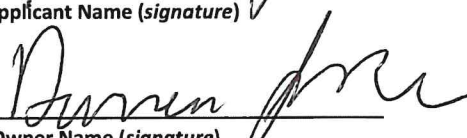
Darren Johnson

Applicant Name (print)

x. 
Applicant Name (signature)

Darren Johnson

Owner Name (print)

x. 
Owner Name (signature)

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542

5/22/2020

LEGAL NOTICE

On Tuesday, June 6, 2023 at 6:30 PM the Clermont Planning & Zoning Commission will consider the enactment of the following proposed ordinance and on Tuesday, June 27, 2023 at 6:30 PM at a public hearing the request will be held before the City Council for Final Adoption.

ORDINANCE NO. 2023-021

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT, REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW, PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

LOCATION

915 West Montrose Street
Improved property located at the southwest corner of
West Montrose Street and West Avenue
(Alternate Key 1615283)
0.515 +/- acres



LEGAL DESCRIPTION

LOTS 1 THROUGH 3, BLOCK 96, CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PROPERTY REZONING

From Central Business District (CBD) to Planned Unit Development (PUD) to allow up to eight (8) small cabana units along with the use of the existing historic two-story home to be used for short term rentals.

All public meetings will be held in the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, Clermont FL 34711.

This ordinance is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that under State law, if you should decide to appeal a decision made with respect to this matter, you may need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk